| United States Bankruptcy Court District of Delaware | PROOF OF CLAIM | |
|--|--|---|
| In re (Name of Debtor): ADS Logistics, LLC | Case Number: 1:09-bk-13101 Chapter Number: 11 Judges Initials: PJW | |
| NOTE: This form should not be used to make a claim for an administrative ex of payment of an administrative expense may be filed pursuant to 11 U.S.C. § | | |
| Name of Creditor (The person or entity to whom the debtor owes money or property) US Bancorp Business Equipment Finance Group Name and Addresses Where Notices Should be Sent | 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 box if you have never received any notices from the bankruptcy court in case. | |
| US Bancorp Business Equipment Finance Group Attn: Corporate Attorney 1310 Madrid Street, Suite 100 Marshall, MN 56258 | Check box if the address differs from the address on the envelope sent to you by the court. | THIS SPACE IS FOR COURT USE ONLY |
| ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: See Summary | Check here if this claim: replace a previously filed claim, dated: amends a previously filed claim, dated: | |
| BASIS FOR CLAIM: Goods sold Services performed RECEIVED Money loaned Personal injury/wrongful death Taxes Lease: Equipment Lease (attached) Other: (Describe briefly) BMC GROUP | Retiree benefits as defined in 11 U.S.C. § 1114(a) Wages, salaries, and compensations (Fill out below) Your social security number: Unpaid compensations for services performed from to (date) (date) | |
| DATE DEBT WAS INCURRED: See Summary | 3. IF COURT JUDGMENT, DATE OBTAINED: | |
| possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your of the control of the co | Wages, salaries, or commissions (up to \$4000 90 days before filing of the bankruptcy petitio debtor's business, whichever is earlier) 11 t Contributions to an employee benefit planU. Up to \$1,800 of deposits toward purchase, lea | o), earned not more than on or cessation of the J.S.C. § 507(a)(3) S.C. § 507(a)(4) use, or rental of property or e11 U.S.C. § 507 (a)(6) |
| Amount of arrearage and other charges included in secured claim above, UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral or lien on property of th the extent that the value of such property is less than the amount of th UNSECURED PRIORITY CLAIM Specify the Priority of the claim: | child11 U.S.C. § 507(a)(7) Taxes or penalties of governmental units11 U.B. Comparison of the debtor securing the claim or to Other—Specify applicable paragraph of 11 U.B. Comparison of the debtor securing the claim or to | U.S.C. § 507(a)(7) |
| 5. TOTAL AMOUNT OF CLAIM AT TIME \$ \$ CASE FILED: (Unsecured) | 192,755.48 \$ \$ (Secured) (Priority) | 192,755.48 (Total) |
| CREDITS AND SETOFFS: The amount of all payments on this claim he this claim, claimant has deducted all amounts that claimant owes to debto SUPPORTING DOCUMENTS: Attach copies of supporting documents, accounts, contracts, court judgments, mortgages, security agreements, an the documents are not available, explain. If the documents are voluminous | such as promissory notes, purchase orders, invoices, itemized statements of running devidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If | THIS SPACE IS FOR COURT USE ONLY |
| Claim. Sign and print the name and title, if a (attach copy of power of attorney if | apy, of the creditor or other person authorized to file this claim | ADS Logistics |

Claim Summary

| Lease # | Funding Date | Claim Amount |
|-------------|--------------|--------------|
| 500-0009514 | 02/24/04 | \$33,506.32 |
| 9514-001 | 04/25/05 | \$2,498.36 |
| 9514-002 | 07/18/05 | \$22,597.84 |
| 9514-003 | 02/03/06 | \$23,982.24 |
| 9514-004 | 05/01/06 | \$42,872.89 |
| 9514-005 | 05/01/06 | \$2,849.03 |
| 9514-006 | 11/01/06 | \$28,166.21 |
| 500-0067932 | 02/27/06 | \$4,652.13 |
| 500-0078794 | 06/30/06 | \$553.28 |
| 500-0085245 | 08/31/06 | \$3,633.71 |
| 500-0112862 | 06/14/07 | \$4,171.50 |
| 500-0114705 | 06/29/07 | \$1,793.70 |
| 500-0187511 | 02/13/09 | \$21,478.27 |

Total: \$192,755.48

Document Name: untitled

| Contract ADS LOG Buyout Dte Commencemt Num Pymts. Dealer 01) Receive 02) Unearne 03) Daily F 04) Residue 05) Amort F 06) Unearne 07) Invest 08* Sales T 09 Miscell 10) Late Cr | ### 42 - BEFG RENEWAL TRA 500-0009514-000 Quote #### STICS LLC 10/15/2009 Mthd 02/15/2004 Term 02/15, 63.00 Times Delin 162130.0000 Private Lab * Multiple Co #### Multiple Co #### 10,347 ### definance Cinance #### 3,997 ### St Resid. ### 0 ### 10,347 | ADEUP 22 /2009 n 7 pel N No ontracts 7 13 .00 14 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0 | Pre-Tax Yield. Equipment Cost Buyout Percent Net Investment Dealer Name PRI - Complete O | 99,978.74 100.000 0.00 INT INC Contract Buyout - JNDLING W/CPC FORM (0.00 33,506.32 | Υ - ΑΤ) |
|---|---|---|--|---|----------------|
| BUYOUT.MISC | | eous Quote ellaneous | e Maintenance Summary | 10/15/2 | 009 |
| Seq | Description | 1 | Due Date | Amount Due | |
| | | | 06/15/2009 | 2,128.69 | |
| 001 | *MAINTENANCE* MONTHLY PROPERTY | | 06/15/2009 | 27.95 | |
| 003 | MONTHLY PROPERTY | | 06/15/2009 | 27.95 | |
| 004 | MONTHLY PROPERTY | | 06/15/2009 | 27.95 | |
| 005 | MONTHLY PROPERTY | | 06/15/2009 | 27.95 | |
| 006 | MONTHLY PROPERTY | | 06/15/2009 | 11.25 | |
| 007 | MONTHLY PROPERTY | | 06/15/2009 07/15/2009 | 27.95 2,128.69 | |
| / 008 009 | *MAINTENANCE* MONTHLY PROPERTY | | 07/15/2009 | 2,120.09 | |
| 010 | MONTHLY PROPERTY | | 07/15/2009 | 27.95 | |
| 011 | MONTHLY PROPERTY | | 07/15/2009 | 27.95 | |
| 012 | MONTHLY PROPERTY | | 07/15/2009 | 27.95 | |
| 013 | MONTHLY PROPERTY | | 07/15/2009 | 11.25 | |
| 014 | MONTHLY PROPERTY | TAX | 07/15/2009 | 27.95 More | |
| Selection | | | | | |
| BUYOUT.MIS | | eous Quot ellaneous | e Maintenance | 10/15/2 | :009 |
| Contract | 500-0009514-000 | CITAMEOUS | Sammar y | | |
| Seq | Description | | Due Date | Amount Due | |
| 015 | *MAINTENANCE* | | 08/15/2009 | 2,128.69 | |
| 016 | MONTHLY PROPERTY | | 08/15/2009 | 27.95 | |
| 017 | MONTHLY PROPERTY | | 08/15/2009 | 27.95 | |
| 018 | MONTHLY PROPERTY | | 08/15/2009 | 27.95 | |
| 019 | MONTHLY PROPERTY | | 08/15/2009 08/15/2009 | 27.95 11.25 | |
| 020 | MONTHLY PROPERTY | TAV | 00/13/2009 | 11.25 | |

Date: 10/15/2009 Time: 10:37:12 AM

| Document Name: | untitled | | |
|----------------|---------------------|---------------------------------------|------------|
| 021 | MONTHLY PROPERTY TA | X 08/15/2009 | 27.95 |
| 022 | *MAINTENANCE* | 09/15/2009 | 2,130.56 |
| 023 | MONTHLY PROPERTY TA | X 09/15/2009 | 27.95 |
| 024 | MONTHLY PROPERTY TA | X 09/15/2009 | 11.25 |
| 025 | MONTHLY PROPERTY TA | X 09/15/2009 | 27.95 |
| 026 | MONTHLY PROPERTY TA | X 09/15/2009 | 27.95 |
| 027 | MONTHLY PROPERTY TA | X 09/15/2009 | 27.95 |
| 028 | MONTHLY PROPERTY TA | X 09/15/2009 | 11.25 |
| | | | More |
| Selection | | | |
| BUYOUT.MISC | | s Quote Maintenance aneous Summary | 10/15/2009 |
| Contract 500 | -0009514-000 | | |
| Seq | Description | Due Date | Amount Due |
| 029 | MONTHLY PROPERTY TA | x 09/15/2009 | 27.95 |
| 030 | *MAINTENANCE* | 10/15/2009 | 2,130.56 |
| 031 | MONTHLY PROPERTY TA | x 10/15/2009 | 27.95 |
| 032 | MONTHLY PROPERTY TA | X 10/15/2009 | 11.25 |
| 033 | MONTHLY PROPERTY TA | X 10/15/2009 | 27.95 |
| 034 | MONTHLY PROPERTY TA | X 10/15/2009 | 27.95 |
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MONTHLY PROPERTY TAX

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MONTHLY PROPERTY TAX

End of File.

27.95

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Selection

035

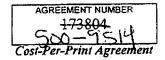
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Date: 10/15/2009 Time: 10:37:23 AM



Office Equipment Finance Services 1310 Madrid St., Ste. 101 Marshall, MN 56258 Fax. 800 328,9092





11255 Kirkland Way, Ste 3000 Kirkland, WA 98033 Phone: 425,822,6130 Fex: 425,822,2601

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to U.S. Bancorp Business Equipment Finance Services. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

| | Finance Services. Every atter | inpt itas boott made | to diministrate company and a second | | |
|-------------------------------|--|----------------------------|--|-------------------------------------|---------------------------------------|
| CUSTOMER INF | ORMATION | | | | |
| FULL LEGAL NAME | | | STREET ADDRESS | | |
| ADS Logistics LL | C | | 935 W 175 th St | | |
| CITY | STATE | ZIP | PHONE | FAX | |
| tomewood | <u>IL</u> | 60430 | 708-799-4990 | | |
| ILLING NAME (IF DIFFERE | ENT FROM ABOVE) | | BILLING STREET ADDRESS | | |
| SAME | | | | | |
| eny | STATE | ZIP | FEDERAL TAX I.D.# | E-MAIL | |
| QUIPMENT LOCATION (IF | DIFFERENT FROM ABOVE) | | | | |
| See location list | | | | | |
| OUIPMENT WI | TH INDEPENDENT MINI | NUMS | The state of the s | | |
| take/Model/Accessories | | Serial f | Cosi-per-Print* | Minimum | Starting Meter |
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| | | | OR | | |
| QUIPMENT WI | TH CONSOLIDATED MIN | VINUMS | | <u></u> | |
| take/Model/Accessones | | | Serial # | | Starting Mater |
| (8) HP LaserJe | et 4100MFP | | | | |
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| | | | | | |
| Cost-per-Print* 04 | 473105263 Monthly Min | numum Number of Prints | 76.000 | plus applicable taxes | |
| TERM AND PAY | MENT SCHEDULE | | | | |
| | | | | d de la Mara Ada Ansia | -1 |
| Number of Mont | | Security Dep | | (plus applicable taxe | · · |
| THIS IS A NON | CANCELABLE / IRREVOCA | ABLE AGREEME | NT, THIS AGREEMENT CAN | NOT BE CANCELED C | OR JERMINATED. |
| OWNER ACCEP | TANCE | | | | and the second |
| | U.S. Bancorp | | 0.0 | | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
| 2/14/04 | Business Equipment Finar | nce Group | estul suer- | Or I | DIS trallist |
| DATED | OWNER | SIGHA | TURE | TITLE | V |
| CUSTOMER AC | CEPTANCE | | | | |
| SOSTOMEN AS | SE. MANUE | | | 7 | 0111 |
| | ADS Logistics LLC | / X\ | Hally - 19 Lan | ilice | President |
| DATED | CUSTOMER | SIGNA | TURE | TITLE | |
| | | | | .' | |
| GUARANTY | is to enter into the Agreement, the under | signed ("you") uncondition | nally, jointly and severally, personally guarante | ses that the customer will make al | payments and meet all obligation |
| and the American | d and any remalements felly and aromath | v You a∂hara that wa ma | make other arrangements including compro- ement. We do not have to notify you if the cus | nisa of saturment with the custon | uel sud aon msiar rii orielizer r |
| | arms of the Assessment all expenses | worker the terms of the Ar | ô snaiteoilda odi ils mohoo (lov bas tasmoen | i the Adrenment. It is us necession | IOL TRI TO DLOCERG INCHINA LO GLILOI |
| anneath was everesty a | cosent to the superliction of the court set (| out in pareoneon 15 end 6 | gree to pay all costs, including attorneys fees juthorize us to obtain credit bureau reports for | incrited to eutoceanieur or miz ân | iaranty it is not necessary for un |
| Med that affer or the coam | and saloto directing the generally. | V | | | |
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| DELIVERY GUA | RANTY | | | | |
| de-stand and acres the | or the most you are not estrafied with the | ne Equipment you shall on | ly look to persons other than U.S. Bancorp Bu laim or defense that you may have with refer | siness Equipment Finance Group, | such as the manufacturer, insite |
| incorp Business Equipment | re against U.S. Bancorp Business Equipm Finance Group to pay the supplier for the | e equipment and understi | and that payments shall begin on the same da | te the you execute this agreemen | t and shall be continuous thereat |
| er the terms of the contract. | | Γ | | | |
| 2 lin Inu | ADS Logistics LLC | X | | | |
| DATE OF DELIVERY | CUSTOMER | SIGNA | TURE | TITLE | |
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| bee attack | | | | | |

- 1 AGREEMENT: You agree to rent from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time agree (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Owner internment for the use of the equipment prior to the due deale of the first payment. Heart ment shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days etapsing between the date on which the equipment is accepted by Customer and the date we sign this Agreement. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least thirty (30) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax or turns sum of personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. The rent payable for the month of rent commencement shall be prorated from the monthly rental amount set forth above. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of the this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20,00 bad check charge will be assessed.
- 3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours); inspection, adjustment, parts reptacement, durins and cleaning material required for the proper operation, as well as black toner and developer. Paper must be separately purchased by customer. Color toner, not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.
- 4. OWNERSHIP OF EQUIPMENT: We are the owner of the equipment and have sole little to the equipment (excluding software). You agree to keep the equipment free and clear of all items and claims.
- 5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU AGREE THAT, BECAUSE WE WILL RETAIN ALL OF OUR OBLIGATIONS UNDER THIS AGREEMENT AND WILL NOT TRANSFER THEM TO ANY NEW OWNER, ANY SUCH TRANSFER OF OUR RIGHTS HEREUNDER WILL NOT MATERIALLY CHANGE YOUR OBLIGATIONS HEREUNDER OR INCREASE YOUR RISKS. IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY REASON OR IF WE FAIL TO PROVIDE ANY SERVICE TO YOU OR IF YOU HAVE THE RIGHT TO MAKE ANY CLAIMS AGAINST US FOR ANY REASON, YOU SHALL (I) MAKE ALL SUCH CLAIMS SOLELY AGAINST US AND NOT THE NEW OWNER, (II) NOT RAISE ANY SUCH CLAIM AS A DEFENSE, SET-OFF OR COUNTERCLAIM TO YOUR OBLIGATIONS UNDER THIS AGREEMENT, AND (III) CONTINUE TO MAKE ALL PAYMENTS DUE HEREUNDER TO THE NEW OWNER.
- 6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resisteable condition, full working order, and in complete repair.
- 7 LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (8%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
- 8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liabidity insurance poticy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative coals and credit risk. As long as you are current at the time of the loss(excluding losses resulting from acts of God), the replacement value of the equipment will be applied against any loss or damage as per paragraph 7. You must be current to benefit from the property damage surcharge program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT
- 9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.
- 10. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reunburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filting fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. You further agree to pay us \$59,50 on the date the first rental payment is due to cover the expense of originating the Agreement. If the total sum of the payments exceeds \$75,000, the origination fee will be \$79.50.
- 11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations, except those cutlined in this Agreement However any such assignment shall not relieve original vendor. Print Inc, of their obligation to you under this Agreement. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
- 12 DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specialled, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the ramedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. YOU AGREE THAT ANY DELAY OR FAILURE TO ENFORCE OUR RIGHTS UNDER THIS AGREEMENT DOES NOT PREVENT US FROM ENFORCING ANY RIGHTS AT A LATER TIME. If IS FURTHER AGREED THAT YOUR RIGHTS AND REMEDIES ARE GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND YOU WAIVE CUSTOMER'S RIGHTS UNDER ARTICLE 2A (508-522) OF THE UCC.
- 13. UCC FILINGS: You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your altomay-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
- 14. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
- 15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be edjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court traving jurisdiction over the Customer or assats of the Customer, all at the sole election of the Owner. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court ted by Owner in relation to such matters. You warve that by jury in any action between us.
- 16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per print and the per print charge over the base minimum by a maximum of 8% of the existing charge.
- 17 UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
- 18. NON-CANCELABLE LEASE: This Agreement is a separate and independent agreement from all other agreements between us, if any, including but not limited to any service agreement. THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL TERM. YOUR DUTY TO MAKE PAYMENTS DUE HEREUNDER IS UNCONDITIONAL AND IS NOT SUBJECT TO ANY RIGHT OF CANCELATION, ABATEMENT, REDUCTION, SET-OFF, DEFENSE, CLAIM, COUNTERCLAIM OR OTHERWISE (collectively referred to herein as "Claims"), DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR OTHER PROBLEM. If you have any problems with the Equipment or if you have the right to make any claims against us, you will make all such claims separately and will continue to make all payments due under this Agreement. YOU HEREBY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE, IF ANY, UNDER ABTIGHE 2A OF THE DINIFORM COMMERCIAL CODE, SECTIONS 508 THROUGH 522.

Mァ

| ADS Logistics I | LLC |
|-----------------|-----|
|-----------------|-----|

CUSTOMER DATED

16825 - 09/23/2003

SIGNATURE

Vice President

ADDENDUM A To US Bancorp Cost Per Print Agreement

By and between US Bancorp and ADS Logistics, LLC. Dated November , 2003 Agreement 173804

| 1 | ACREEMENT. | |
|---|------------|--|

Line 7, Change "successive 12 month terms" to "successive month to month terms"

10. TAXES AND FEES.

Print will pay the UCC Filing Fee and Documentation Fee on behalf of Client.

11. DEFAULT AND REMEDIES.

Line 2, Insert "where late is defined as 10 days past the date due on the invoice," after 'late,' and before 'you'

Line 2, change 15% to 10%.

16. OVERAGES AND COST ADJUSTMENTS.

Line 2, change 8% to 5%.

| "USB" | "Client" |
|----------------------|--------------------------|
| US Bancorp | ADS Logistics, LLC. |
| Do n R. | 1 Attain Sixul |
| By: X MALLU YUL | By: X |
| Name: Sr Dow Analyst | Name Patrick G. Sullivan |
| 0 | Title: Vice President |
| Title: | Title: Vice I coside. |
| N . | |



Delivery and Acceptance Certificate Agreement # 173804

Customer hereby represents, warrants and certifies to U.S. Bancorp Business Equipment Finance Group that:

All equipment described on the Agreement and on any attached schedule ("Equipment") has been delivered and installed; the equipment has been inspected and tested by the Customer and is in good and satisfactory operating order. Further all conditions and terms of the Agreement have been reviewed and acknowledged. Upon acceptance and execution of this certificate, Customer understands that the promise to pay U.S. Bancorp Business Equipment Finance Group shall be irrevocable and unconditional in all respects. Customer understands that U.S. Bancorp Business Equipment Finance Group will be purchasing the equipment from supplier and your approval of that purchase is a condition precedent to the effective of this Agreement: Customer is referred to supplier for any warranty information.

| X-2/1 | 0/04 | | _ |
|-------------------|--------------|--|-------------|
| Date c | f Delivery | | |
| <u>ADS</u> | Logistics LL | .C | |
| Custe | omer | | |
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Document Name: untitled

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Buyout Quote Maintenance
                                                                                                                                 10/15/2009
BUYOUT.01
Buyout Type: 42 - BEFG RENEWAL TRADEUP Quote Type: 66 - VENDOR QUOTE ONLY - Contract 500-0009514-001 Quote 13 Pre-Tax Yield. 0.00 Equipment Cost 6,900.40
Buyout Dte 10/15/2009 Mthd Buyout Percent 100.000 Commencemt 04/15/2005 Term 04/15/2009 Net Investment Num Pymts. 49.00 Times Delin 7 Dealer Name PRINT INC
                                                                                                                            172.51
Dealer.... 162130.0000 Private Label N No - Complete Contract Buyout -
                                  * Multiple Contracts * Program Type BUNDLING W/CPC FORMAT
01) Receivable Bal.. 862.55 13) Ending Deposit (
02) Unearned Finance 0.00 14* Addl Buyout Amts
03) Daily Finance... 0.00 Total Buyout.... (
04) Residual..... 690.04 16) Quote Data..... (
05) Amort Est Resid. 0.00 17) Contract Info....
                                                                                                                                   -0-00)
                                                                                                                                0.00
                                                                                                                               2,498.36
                                                         0.00 18) Message History..
06) Unearned IDC....
07) Invest Tax Credit 0.00 19* Blended Income Data.
08* Sales Tax..... 0.00 20) Asset Information
09) Miscellaneous... 813.05 21* Rental/Late Chrgs
10) Late Charges... 132.72 22* Combined Quote
09) Miscellaneous... 813.05
10) Late Charges... 132.72
11) Fees..... 0.00
12) Security Deposit ( 0.00)
Selection
```

BUYOUT.MISC

Miscellaneous Quote Maintenance Miscellaneous Summary 10/15/2009

Contract 500-0009514-001

| 5 | Seq | Description | | Due Date | Amount Due |
|------------|-----|------------------|-----|------------|------------|
| - | | | | | |
| (| 001 | *MAINTENANCE* | | 06/15/2009 | 147.18 |
| | 002 | MONTHLY PROPERTY | TAX | 06/15/2009 | 15.43 |
| (| 03 | *MAINTENANCE* | | 07/15/2009 | 147.18 |
| (| 004 | MONTHLY PROPERTY | TAX | 07/15/2009 | 15.43 |
| (| 05 | *MAINTENANCE* | | 08/15/2009 | 147.18 |
| <i>)</i> (| 06 | MONTHLY PROPERTY | TAX | 08/15/2009 | 15.43 |
| (| 07 | *MAINTENANCE* | | 09/15/2009 | 147.18 |
| (| 008 | MONTHLY PROPERTY | TAX | 09/15/2009 | 15.43 |
| (| 09 | *MAINTENANCE* | | 10/15/2009 | 147.18 |
| | 10 | MONTHLY PROPERTY | TAX | 10/15/2009 | 15.43 |

End of File.

Selection

Date: 10/15/2009 Time: 10:40:09 AM



Office Equipment Finance Services SUPPLEMENT NO. 496217 4544-001 AGREEMENT NO. 173804 9514-000



CPP Master Supplement

| Full Legal Na | ame: ADS Logistic | s LLC | | | |
|---|---------------------------------|---------------------------------------|------------------------------|---|--|
| | 00 Calumet Avenue | , Suite N300, Mun | ster, IN 46321 | | |
| Phone: (708) | | Fax: | | DBA; | |
| Billing Addre | ess: 935 W. 175 th S | reet, Homewood, | IL 60430 | | |
| EQUIPMENT A | | | | | |
| Make/Model/Acc | | | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| 2. | erJet 4345xMFP | | | | |
| 3. | | | <u></u> | | |
| 4. | · | -, -, - , , , , , , , | | | |
| EQUIPMENT D | ELETED: | | | | |
| Make/Model/Acc | | | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| .1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | <u> </u> | - | - Marine |
| ADJUST CONS | SOLIDATED BILLING | OPTION: | | | |
| | Cost Per Print | \$0.053277 | Guarant | eed Monthly Minimum | 67,000 |
| ADJUST ITEMI | ZED BILLING OPTIO | N: | | | |
| Make/Model/Acc | cessories | | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| 1. | | · · · · · · · · · · · · · · · · · · · | | | |
| 2. 3. | | | | | |
| 4. | | | | | |
| _ | | MCTCO C | | CICO OLLA DEROLLA | |
| | | MEIERR | EADINGS VERI | FIED QUARTERLY | |
| TERM: | | | | | |
| mos. | Balance of applicab | le term. Termination | date of this supplement | coincides with the termination o | date set forth in the Cost Per Print |
| | | ous supplement (as a | | | |
| mos. | Agreement. | ripment which begins | upon signature and acci | eptance by owner and will supe | rcede the term on the original |
| <u>48</u> mos. | New term for all equ | ipment referenced a | bove only. Such term be | gins upon supplement endorse | ment and acceptance by Owner. |
| | The term of the orig | nal Agreement shall | remain in full effect for th | e remaining original equipment | <u>. </u> |
| TERMS AND C | | | | | |
| You have request original Cost Per I | ed this supplement to | the Cost Per Print Ap | greement (or supplement |) as set forth above. You agree | that this supplement is an addition to the sions set forth above, the original terms |
| and conditions set | t forth in the Cost Per | Print Agreement and | any personal guaranty(s |) shall remain in full force and (| effect and are incorporated herein by |
| reference. | | · . | | · | |
| ACCEPTANCE | | AT THE FOLIOMEN | IT CET FORTH AROUS | LIAC DEEN DEGENER III | |
| WORKING ORD | ER AND IS SADISE | CTORY AND ACC | EPTABLE. INTIAL ME | E HAS BEEN RECEIVED, HA TER READING: UNIT 1: | AS BEEN PUT IN USE, IS IN GOOD UNIT 2: |
| Signature: X | X CLA | | Date: | 3/3//05 4 | 12265(su attached) |
| Print Name: | Konned M. | Cohan | For: , | ADS Losistics | |
| CUSTOMER AC | CCEPTANCE: | | | | |
| Print Name: | Konsld M | COHAN : | Signature: X | SOM C | _Title: CIO |
| Date: 3/ | 31105 | | For: ADS Local | stics | |
| OWNER ACCE | PTANCE: | | | | |
| Print Name: | | | Signature: | lie va- | |
| Date: | 4/25/05 | * | | p Business Equipment Fi | inance Group |
| | | | | | • |

DELIVERY & ACCEPTANCE

DELIVERY AND ACCEPTANCE CERTIFICATE

By signing below, you, the Customer, agree:

- A) That all equipment described in the CPP Master Agreement identified below ("Equipment") has been delivered, installed, and is accepted by you as satisfactory for all purposes of the CPP Master Agreement; and
- B) That we, US Bancorp Business Equipment Finance Services, are authorized to purchase the Equipment and start billing you under the CPP Master Agreement.

Agreement Number: 496217 Installation Date: April 13, 2005

ADS Logistics LLC
Customer Name

Authorized Signature

Titie

Date

```
Buyout Quote Maintenance
BUYOUT.01
                                                                                        10/15/2009
Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
                                                     Pre-Tax Yield. 0.00
Contract 500-0009514-002 Quote 1
                                                       Equipment Cost
     ADS LOGISTICS LLC
                                                                                  32,617.62
Buyout Dte 10/15/2009 Mthd Ef/Yield
Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000 Commencemt 07/15/2005 Term 07/15/2010 Net Investment 10,762.10 Num Pymts. 46.00 Times Delin 7 Dealer Name PRINT INC
Dealer.... 162130.0000 Private Label N No
                                                        - Complete Contract Buyout -
                   * Multiple Contracts * Program Type BUNDLING W/CPC FORMAT
* Multiple Contracts * Program Type BUNDLING W/0
01) Receivable Bal..* 9,589.58 13) Ending Deposit (
02) Unearned Finance* 0.00 14* Addl Buyout Amts
03) Daily Finance...* 0.00 Total Buyout.... 20
04) Residual......* 7,502.05 16) Quote Data...... (
05) Daily Residual..* 0.00 17) Contract Info.... (
06) Unearned IDC....* 0.00 18) Message History..
07) Invest Tax Credit* 0.00 19* Blended Income Data. (
08* Sales Tax..... 1,196.42 20) Asset Information (
09) Miscellaneous... 9,999.56 21* Rental/Late Chrgs (
10) Late Charges... 571.44 22* Combined Quote (
11) Fees..... 0.00
                                                                                           0.00)
                                                                                          0.00
08* Sales Tax.....
09) Miscellaneous...
10) Late Charges...
                                     0.00
12 Security Deposit (
                                       0.00)
Selection
BUYOUT.MISC
                             Miscellaneous Quote Maintenance
                                                                                      10/15/2009
                                     Miscellaneous Summary
Contract 500-0009514-002
                      Description
                                                    Due Date
                                                                              Amount Due
         Seq
         ___
                      _____
                                                                               _____
         001
                      *MAINTENANCE*
                                                     06/15/2009
                                                                                    695.69
                     MONTHLY PROPERTY TAX
         002
                                                     06/15/2009
                                                                                     5.20
                     MONTHLY PROPERTY TAX
                                                     06/15/2009
         003
                                                                                     12.71
                     MONTHLY PROPERTY TAX
         004
                                                     06/15/2009
                                                                                     9.62
                     MONTHLY PROPERTY TAX
                                                      06/15/2009
         005
                                                                                     20.58
                     MONTHLY PROPERTY TAX
         006
                                                      06/15/2009
                                                                                      3.87
         007
                     *MAINTENANCE*
                                                      07/15/2009
                                                                                    695.69
         800
                      MONTHLY PROPERTY TAX
                                                      07/15/2009
                                                                                      5.20
                     MONTHLY PROPERTY TAX
         009
                                                      07/15/2009
                                                                                     12.71
                     MONTHLY PROPERTY TAX
         010
                                                      07/15/2009
                                                                                      9.62
                     MONTHLY PROPERTY TAX
         011
                                                     07/15/2009
                                                                                     20.58
         012
                     MONTHLY PROPERTY TAX
                                                  07/15/2009
                                                                                      3.87
                     *MAINTENANCE*
                                                     08/15/2009
                                                                                    695.69
         013
                     MONTHLY PROPERTY TAX 08/15/2009
         014
                                                                                       5.20
                                                                            More...
Selection
BUYOUT.MISC
                              Miscellaneous Quote Maintenance
                                                                                       10/15/2009
                                   Miscellaneous Summary
Contract 500-0009514-002
                      Description
                                                     Due Date
         Seq
                                                                             Amount Due
                      _____
                                                      _____
                     MONTHLY PROPERTY TAX
                                                      08/15/2009
                                                                                     12.71
         015
                     MONTHLY PROPERTY TAX
         016
                                                      08/15/2009
                                                                                      9.62
         017
                     MONTHLY PROPERTY TAX
                                                      08/15/2009
                                                                                     20.58
                     MONTHLY PROPERTY TAX
         018
                                                     08/15/2009
                                                                                      3.87
                     *MAINTENANCE*
                                                                                    695.69
         019
                                                      09/15/2009
```

09/15/2009

5.20

Date: 10/15/2009 Time: 09:00:24 AM

MONTHLY PROPERTY TAX

020

| Document Name: | untitled | | |
|--------------------------|----------------------|-----------------------------------|------------|
| 021 | MONTHLY PROPERTY TAX | 09/15/2009 | 12.71 |
| 022 | MONTHLY PROPERTY TAX | 09/15/2009 | 9.62 |
| 023 | MONTHLY PROPERTY TAX | 09/15/2009 | 20.58 |
| 024 | MONTHLY PROPERTY TAX | 09/15/2009 | 3.87 |
| 025 | *MAINTENANCE* | 10/15/2009 | 695.69 |
| 026 | MONTHLY PROPERTY TAX | 10/15/2009 | 5.20 |
| 027 | MONTHLY PROPERTY TAX | 10/15/2009 | 12.71 |
| 028 | MONTHLY PROPERTY TAX | 10/15/2009 | 9.62 |
| Selection | | | More |
| BUYOUT.MISC Contract 500 | | Quote Maintenance eous Summary | 10/15/2009 |
| | , | | |
| Seq | Description | Due Date | Amount Due |
| 029 | MONTHLY PROPERTY TAX | 10/15/2009 | 20.58 |
| 030 | MONTHLY PROPERTY TAX | 10/15/2009 | 3.87 |

10/15/2009

End of File.

6,261.21

Selection

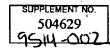
031

MAINTENANCE

Date: 10/15/2009 Time: 09:00:35 AM



Office Equipment Finance Services



AGREEMENT NO. 173804-954-000



CPP Master Supplement

| | me: ADS Logistic | | : | • | |
|----------------------------------|---|---|-----------------------------|--|---|
| | | omewood, IL 6043 | 0 | | |
| Phone: (706) | | Fax: | | DBA: | |
| Billing Addres | s: See Attached L | ocation List | | | |
| EQUIPMENT AL | | | | | |
| Make/Model/Acc | | | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| 1. (3) HP Lase | rJet 8100N rJet 4345xMFP | | | | |
| 3. (1) HP Lase | | | | | W. L |
| 4. | 1300 43431011 | <u></u> _ | | | |
| EQUIPMENT DE | I ETED: | | | | |
| Make/Model/Acc | | <u> </u> | Serial# | Cost Per Print | Guaranteed Monthly Minimum |
| 1. | | | | 333, 0, 1, 1, 1, 1 | Catalance morally maintain |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| ADJUST CONS | OLIDATED BILLING | OPTION: | | | |
| | Cost Per Print | \$ 0.061028 | Guaran | teed Monthly Minimum | 77 000 |
| | | \$0.061038 | Coalen | acco wondny waamidii | 77,000 |
| ADJUST ITEMIZ Make/Model/Acc | ED BILLING OPTIC | N: | Serial# | Cost Per Print | General Marthy Main |
| 1. | Casonics | | Serial # | Cost Fel Film | Guaranteed Monthly Minimum |
| 2. | <u> </u> | | ··· | | |
| 3. | * | · · · · · · · · · · · · · · · · · · · | | | · · · · · · · · · · · · · · · · · · · |
| 4. | | | | | |
| | | METER R | EADINGS VER | IFIED QUARTERL | Υ |
| TËRM: | | | | | |
| | | | | | |
| mos. | | ole term. Termination ous supplement (as a | | coincides with the termination | n date set forth in the Cost Per Print |
| mos. | | | | ceptance by owner and will su | percede the term on the original |
| | Agreement. | | | | · |
| <u>60</u> mos. | New term for all equalities | ipment referenced at | pove only. Such term be | egins upon supplement endor he remaining original equipme | sement and acceptance by Owner. |
| TERMS AND CO | | indi Agreement shall i | remain in full effect for t | ne remaining onginal equipme | ent. |
| | | the Cost Per Print An | reement (or supplemen | at) as set forth above. You agr | ee that this supplement is an addition to the |
| original Cost Per P | rint Agreement and a | iny subsequent suppl | ements referenced abo | ve. Except for the specific pro | visions set forth above, the original terms |
| and conditions set reference. | forth in the Cost Per | Print Agreement and | any personal guaranty(| (s) shall remain in full force an | d effect and are incorporated herein by |
| ACCEPTANCE (| OF DELIVERY: | | | | |
| | | AT THE EQUIPMEN | T SET FORTH ABOV | E HAS BEEN RECEIVED. > | IAS BEEN PUT IN USE, IS IN GOOD |
| | | | | TER READING: UNIT 1: | |
| Signature: X | | | Date: | 7115105 We. | attached) |
| Print Name: | | | For: | | 300001,110001 |
| CUSTOMER AC | CEPTANCE: | | | | |
| Print Name: | | COKANS | Signatura: X 🗸 | (D) | Title: CIO |
| Date: ろ/ご | | -ORAN | For $A \times < /$ | 26.20 111 | 11116. 640 |
| OWNER ACCEP | | | | | |
| Print Name: | | | Signature: | Ali Fair | - |
| Date: | 7118105 | · · · · · · · · · · · · · · · · · · · | | rp Business Equipment | Finance Group |
| 16985 - 05/19/2 | | *************************************** | | | · · · · · · · · · · · · · · · · · · · |
| | | | | | |



Print, Inc Customer Location & Equipment List

| Rep Name: Customer Name: | Ryan Staley ADS Logistics LLC | Order Processor: | Andrea Della Maggiore 504629 |
|-----------------------------|-------------------------------|-----------------------|------------------------------|
| Number of Locations: | | Date: | May, 2005 |
| | | _ | |
| Location Name: | ADS Logistics LLC | Location Name: | ADS Logistics LLC |
| Address: | 2515 South Holt Road | Address: | 725 George Nelson Drive |
| City, State, Zip: | Indianapolis, IN 46241 | City, State, Zip: | Portage, IN 46368 |
| Phone: | (317) 486-9177 | Phone: | (219) 787-5015 |
| Contact: | | Contact: | 3 |
| Sched A: | (1) HP LaserJet 8100N | Sched A: | (1) HP LaserJet 8100N |
| | (1) HP LaserJet 4345xMFP | Sched B: | N/A |
| Sched B: | HP LaserJet 5SI | - | |
| | HP LaserJet 5P | | |
| | HP LaserJet 4SI | Location Name: | ADS Logistics LLC |
| | HP LaserJet 5 | Address: | 3400 W. 43rd Street |
| | | City, State, Zip: | Chicago, IL 60632 |
| | | Phone: | (773) 254-8514 |
| Location Name: | ADS Logistics LLC | Contact: | |
| Address: | 1745 165th Street | Sched A: | N/A |
| | | Sched B: | (3) HP LaserJet 1200 |
| City, State, Zip: | Hammond, IN 46320 | _ | (1) HP LaserJet 2100 |
| Phone: | (219) 931-4259 | | |
| Contact: | | _ | |
| Sched A: | (1) HP LaserJet 8100N | _ | |
| | (1) HP LaserJet 4345MFP | <u> </u> | |
| | 44545 | | |

Client Signature 💢

Sched B:

(1) HP LaserJet 5



DELIVERY & ACCEPTANCE

DELIVERY AND ACCEPTANCE CERTIFICATE

By signing below, you, the Customer, agree:

- A) That all equipment described in the CPP Master Agreement identified below ("Equipment") has been delivered, installed, and is accepted by you as satisfactory for all purposes of the CPP Master Agreement; and
- B) That we, US Bancorp Business Equipment Finance Services, are authorized to purchase the Equipment and start billing you under the CPP Master Agreement.

Agreement Number: 504629

Installation Date:

July 11,2005

Equipment:

Indianapolis, IN

(1) HP LaserJet 8100N

(1) HP Laserlet 4345xMFP

Hammond, IN

(1) HP LaserJet 8100N

(1) HP LaserJet 4345MFP

Portage, IN

(1) HP LaserJet 8100N

ADS Logistics LLC
Customer Name

Authorized Signature

Tielo

Date

| BUYOUT.01 | | | ntenance , 10/15/2009 |
|------------------------|------------------|------|---|
| | | | Quote Type: 66 - VENDOR QUOTE ONLY - |
| Contract 500-0009514 | -003 Quote 1 | | Pre-Tax Yield. 0.00 |
| ADS LOGISTICS LLC | | | Equipment Cost 29,355.95 |
| Buyout Dte 10/15/2009 | Mthd Ef/Yield | | Buyout Percent 100.000 |
| Commencemt 02/15/2006 | Term 02/15/2011 | | Net Investment 13,427.07 |
| Num Pymts. 39.00 | Times Delin 7 | | Dealer Name PRINT INC |
| Dealer 162130.0000 | Private Label N | No | - Complete Contract Buyout - |
| * | Multiple Contrac | ts * | Program Type BUNDLING W/CPC FORMAT |
| 01) Receivable Bal* | 12,945.87 | 13) | Ending Deposit (0.00) |
| 02) Unearned Finance* | | | Addl Buyout Amts 0.00 |
| 03) Daily Finance* | 0.00 | | Total Buyout 33,952.96 (20) |
| 04) Residual* | | 16) | Quote Data 9000 |
| 05) Daily Residual* | 0.00 | 17) | Contract Info |
| 06) Unearned IDC* | 0.00 | 18) | Message History |
| 07) Invest Tax Credit* | 0.00 | 19* | Blended Income Data. #23,982-24 Asset Information |
| 08* Sales Tax | 650.12 | 20) | Asset Information \$\pi \mathcal{P} \mathca |
| 09) Miscellaneous | 13,099.67 | | Rental/Late Chrgs |
| 10) Late Charges | 505.43 | 22* | Combined Quote |
| 11) Fees | | | |
| 12) Security Deposit (| 0.00) | | |
| Selection | | | |

BUYOUT.MISC

Miscellaneous Quote Maintenance Miscellaneous Summary 10/15/2009

Contract 500-0009514-003

| Seq | Description | Due Date | Amount Due |
|-----|----------------------|------------|------------|
| | | | |
| 001 | *MAINTENANCE* | 06/15/2009 | 623.01 |
| 002 | MONTHLY PROPERTY TAX | 06/15/2009 | 2.34 |
| 003 | *MAINTENANCE* | 07/15/2009 | 623.01 |
| 004 | MONTHLY PROPERTY TAX | 07/15/2009 | 2.34 |
| 005 | *MAINTENANCE* | 08/15/2009 | 623.01 |
| 006 | MONTHLY PROPERTY TAX | 08/15/2009 | 2.34 |
| 007 | *MAINTENANCE* | 09/15/2009 | 623.17 |
| 800 | MONTHLY PROPERTY TAX | 09/15/2009 | 2.34 |
| 009 | MONTHLY PROPERTY TAX | 09/15/2009 | 0.94 |
| 010 | *MAINTENANCE* | 10/15/2009 | 623.17 |
| 011 | MONTHLY PROPERTY TAX | 10/15/2009 | 2.34 |
| 012 | MONTHLY PROPERTY TAX | 10/15/2009 | 0.94 |
| 013 | *MAINTENANCE* | 10/15/2009 | 9,970.72 |
| | | | |

End of File.

Selection

Date: 10/15/2009 Time: 10:58:14 AM



Office Equipment Finance Services



AGREEMENT NO. 9514



| Full Legal Nar | me: ADS Logistics | LLC | | | | |
|------------------------------|------------------------|-------------------------|--------------------|---|--|-----------------------|
| | Attached Schedule | | | | | |
| Phone: 708-79 | 9-4990 | Fax: | | DBA | \ : | |
| Billing Addres | s: 935 W 175th St | reet, Homewood, IL | 60430 | | | |
| EQUIPMENT AD | DED: | | | | | |
| Make/Model/Acce | | | Serial # | Cost Per Print | Guarantee | d Monthly Minimum |
| 1. See Attached | d Schedule A | | | | | |
| 2. 3 . | | | | | · | |
| 4. | | | | | | |
| | UCTON: | | | | | |
| EQUIPMENT DE Make/Model/Acce | | | Serial # | Cost Per Print | Guarantee | d Monthly Minimum |
| 1. | 2001103 | | Ochai II | OGG TOT THE | | a morning transmitten |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | ······································ | |
| ADJUST CONSC | DLIDATED BILLING | OPTION: | | | | |
| | Cost Per Print | \$0.061132 | Gui | aranteed Monthly Minimum | 95,040 | |
| AD JUST ITEMA | ED BILLING OPTIO | | | | 73,040 | |
| Make/Model/Acce | | ٧. | Serial # | Cost Per Print | Guarantee | d Monthly Minimum |
| 1. | | | OGIIGI D | | | e money mannem |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | · | | | | | |
| | | METER RE | ADINGS VI | ERIFIED QUARTERI | LY | |
| TERM: | | | | | | |
| mos. | Ralance of applicabl | e term. Termination dat | te of this sunnier | nent coincides with the terminat | ion date set forth in the Co | st Per Print |
| | , , | us supplement (as appl | * * | | | |
| mos. | • | lpment which begins up | on signature and | l acceptance by owner and will t | supercede the term on the | original |
| 60 mos. Nev | Agreement. | ant referenced above on | dy Such tarm he | egins upon supplement endorse | ment and acceptance by (| himor |
| go mos. Nei | | | | for the remaining original equip: | | owner. |
| TERMS AND CO | NDITIONS: | - | | | 10.00 | |
| | | | | ment) as set forth above. You a | | |
| | | | | above. Except for the specific p nty(s) shall remain in full force a | | |
| reference. | ionarin the Oost Fer i | mic Agreement and an | y personer guara | rky(s) snatt rettiatit itt tull torce e | and enext and are morpor | ated Referr by |
| ACCEPTANCE C | | | | | | |
| | | | | OVE HAS BEEN RECEIVED | | • |
| | K AND IS SALISFA | CTORY AND ACCEP | TABLE. INTIAL | . METER READING: UNIT 1: | UNIT 2: U | NIT 3: |
| Signature: X | | | Date | -1.100 WW | attached) | |
| Print Name: | | | For | • ' ' | | |
| CUSTOMER ACC | CEPTANCE: | | | | | |
| Print Name: | Ronald M. | COHAN Sig | nature: X | 2001 | Title: CI | う |
| Date: /Z | 128/05 | Fo | | Lossitics, L | 10 | |
| OWNER ACCEP | | | | | | |
| Print Name: | | S | ignature: 🎇 | slie Trea | | |
| Date: | 213/06 | | | ncorp Business Equipmer | nt Finance Group | |
| 16985 - 05/19/20 | | | | | | |

JAN 1 9 2005

SCHEDULE A By and Between

US Bancorp and ADS Logistics LLC Dated <u>December</u>, 2005

Agreement Number 580716

NEW EQUIPMENT ITEM DESCRIPTION LIST

| Location I Address | Vame | Chicago 3400 West 43rd Street | Location Address | Name | 9200 Calumet Avenue |
|----------------------------------|---------------|---------------------------------------|---------------------------|---------------|--|
| City, State, Phone Contact | , Zip | Chicago, IL 60632 773-254-8514 | City, State Phone Contact | , Zip | Suite N 300 Munster, IN 46321 708-799-4990 |
| Assets | | | Assets | | |
| QTY | Descr | | QTY | Descr | ription |
| 1 | HP LaserJet 5 | | 3 | HP LaserJet 5 | |
| . | | | 1 | HP La | aserJet 4345xMFP |
| Location N | lame | Macedonia 8191 Roll & Hold Parkway | Location Address | Name | |
| City, State, | Zip | Macedonia, OH 44056 | City, State | , Zip | |
| Phone | | 330-468-2227 | Phone | • | |
| Contact | | Jorge Arroyave | Contact | | |
| Assets | | | Assets | | |
| QTY | Descr | iption | QTY | Descr | iption |
| 1 | HP La | serJet 4345xMFP | | | |
| 1 | HP La | serJet 8000n | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Name

Client Signature

print,inc.

Owner Initials RMC

DELIVERY & ACCEPTANCE

DELIVERY AND ACCEPTANCE CERTIFICATE

By signing below, you, the Customer, agree:

- A) That all equipment described in the CPP Master Agreement or CPP Master Supplement identified below ("Equipment") has been delivered, installed, and is accepted by you as satisfactory for all purposes of the CPP Master Agreement or CPP Master Supplement; and
- B) That we, US Bancorp Business Equipment Finance Services, are authorized to purchase the Equipment and start billing you under the CPP Master Agreement or CPP Master Supplement.

| ADS Logistics LLC |
|----------------------|
| Customer Name |
| |
| + COUNTY |
| Authorized Signature |
| CIO |
| Title |
| 2/1/2006 |
| Data |

Agreement Number: 580716

Installation Date: ____

```
Buyout Quote Maintenance
                                                                          10/15/2009
BUYOUT.01
Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
Contract 500-0009514-004 Quote 1
                                              Pre-Tax Yield. 0.00
                                                                     47,590.50
                                               Equipment Cost
    ADS LOGISTICS LLC
Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000 Commencemt 05/15/2006 Term 05/15/2011 Net Investment 24, Num Pymts. 36.00 Times Delin 9 Dealer Name PRINT INC
                                                                     24,410.38
Dealer.... 162130.0000 Private Label N No - Complete Contract Buyout -
                     * Multiple Contracts * Program Type BUNDLING W/CPC FORMAT
                             24,251.76 13) Ending Deposit (
01) Receivable Bal..*
                                                                             0.00)
02) Unearned Finance*
                                  0.00
                                          14* Addl Buyout Amts
                                                                             0.00
                             0.00
10,945.82
                                               Total Buyout....
03) Daily Finance...*
                                                                        62,640.11
04) Residual.....*
                                          16) Quote Data.....
05) Daily Residual..*
                                 0.00
                                          17) Contract Info....
06) Unearned IDC....*
                                 0.00
                                          18) Message History..
                            0.00 19* Blended Income Date 1,051.34 20) Asset Information 25,142.05 21* Rental/Late Chrgs 1,249.14 22* Combined Quote
                                          19* Blended Income Data. 4
07) Invest Tax Credit*
08* Sales Tax.....
09) Miscellaneous...
10) Late Charges....
                                 0.00
                                 0.00)
12) Security Deposit (
Selection
                         Miscellaneous Quote Maintenance
                                                                         10/15/2009
BUYOUT.MISC
                               Miscellaneous Summary
Contract 500-0009514-004
                  Description
                                             Due Date
                                                                  Amount Due
       Sea
       ____
                  ______
                                             _____
                                                                  ______
                                             06/15/2009
                  *MAINTENANCE*
                                                                     1,042.05
       001
                  MONTHLY PROPERTY TAX
                                             06/15/2009
                                                                         3.59
       002
       003
                  MONTHLY PROPERTY TAX
                                             06/15/2009
                                                                         9.03
                  MONTHLY PROPERTY TAX
                                             06/15/2009
                                                                         3.34
       004
                  MONTHLY PROPERTY TAX
       005
                                             06/15/2009
                                                                         8.40
                  MONTHLY PROPERTY TAX
       006
                                             06/15/2009
                                                                         2.72
       007
                  MONTHLY PROPERTY TAX
                                             06/15/2009
                                                                         6.85
       800
                  *MAINTENANCE*
                                             07/15/2009
                                                                    1,042.05
                  MONTHLY PROPERTY TAX
                                             07/15/2009
                                                                         3.59
       009
                  MONTHLY PROPERTY TAX
                                             07/15/2009
                                                                         9.03
       010
                  MONTHLY PROPERTY TAX
                                             07/15/2009
                                                                         3.34
       011
                  MONTHLY PROPERTY TAX
                                             07/15/2009
                                                                         8.40
       012
                  MONTHLY PROPERTY TAX
                                                                         2.72
       013
                                             07/15/2009
                  MONTHLY PROPERTY TAX
                                             07/15/2009
                                                                         6.85
       014
                                                                More...
Selection
BUYOUT.MISC
                         Miscellaneous Ouote Maintenance
                                                                         10/15/2009
                               Miscellaneous Summary
Contract 500-0009514-004
       Seq
                  Description
                                             Due Date
                                                                  Amount Due
                  -----
                                             _____
                                                                   -----
       015
                  *MAINTENANCE*
                                             08/15/2009
                                                                     1,040.39
       016
                  MONTHLY PROPERTY TAX
                                             08/15/2009
                                                                         3.61
                  MONTHLY PROPERTY TAX
                                                                         9.07
       017
                                             08/15/2009
                  MONTHLY PROPERTY TAX
                                             08/15/2009
       018
                                                                         3.34
                  MONTHLY PROPERTY TAX
       019
                                             08/15/2009
                                                                         8.40
                  MONTHLY PROPERTY TAX
                                             08/15/2009
       020
                                                                         2.69
```

Date: 10/15/2009 Time: 11:00:46 AM

| 021 | MONTHLY PROPERTY TAX | 08/15/2009 | 6.79 |
|--|---|--|--|
| 022 | *MAINTENANCE* | 09/15/2009 | 1,040.39 |
| 023 | MONTHLY PROPERTY TAX | 09/15/2009 | 3.61 |
| 024 | MONTHLY PROPERTY TAX | 09/15/2009 | 9.07 |
| 025 | MONTHLY PROPERTY TAX | 09/15/2009 | 3.34 |
| 026 | MONTHLY PROPERTY TAX | 09/15/2009 | 8.40 |
| 027 | MONTHLY PROPERTY TAX | 09/15/2009 | 2.69 |
| 028 | MONTHLY PROPERTY TAX | 09/15/2009 | 6.79 |
| | | | More |
| | | | |
| UYOUT.MISC | | uote Maintenance ous Summary | 10/15/200 |
| | | uote Maintenance ous Summary | 10/15/200 |
| | Miscellane | | 10/15/200 Amount Due |
| ontract 500 | Miscellane -0009514-004 | ous Summary | |
| ontract 500 Seq | Miscellane -0009514-004 Description | Ous Summary Due Date | Amount Due 1,040.39 3.61 |
| ontract 500 Seq 029 | Miscellane 0-0009514-004 Description *MAINTENANCE* | Ous Summary Due Date 10/15/2009 | Amount Due 1,040.39 3.61 9.07 |
| ontract 500 Seq 029 030 | Miscellane -0009514-004 Description *MAINTENANCE* MONTHLY PROPERTY TAX | Due Date 10/15/2009 10/15/2009 | Amount Due 1,040.39 3.61 9.07 3.34 |
| Seq 029 030 031 | Miscellane 0-0009514-004 Description *MAINTENANCE* MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX | Due Date 10/15/2009 10/15/2009 10/15/2009 10/15/2009 10/15/2009 | Amount Due 1,040.39 3.61 9.07 3.34 8.40 |
| ontract 500 Seq 029 030 031 032 | Miscellane 0-0009514-004 Description *MAINTENANCE* MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX | Due Date 10/15/2009 10/15/2009 10/15/2009 10/15/2009 10/15/2009 10/15/2009 | Amount Due 1,040.39 3.61 9.07 3.34 8.40 2.69 |
| Seq 029 030 031 032 033 | Miscellane 0-0009514-004 Description *MAINTENANCE* MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX | Due Date 10/15/2009 10/15/2009 10/15/2009 10/15/2009 10/15/2009 | Amount Due 1,040.39 3.61 9.07 3.34 8.40 |

End of File.

Selection

Date: 10/15/2009 Time: 11:00:56 AM



9514-004 SUPPLEMENT NO. 6077-97

173804



Office Equipment Finance Services

CPP Master Supplement

| Full Legal Na | ame: ADS Logistics | II.C | | | | |
|----------------------------------|--------------------------------------|---------------------------|-------------------|---|----------------------|----------------------------|
| Address: See | | DLQ | | | | |
| Phone: 708-7 | | Fax; | | DB | A. | |
| | | Homewood, IL 60430 |) | | • • | |
| EQUIPMENT A | | | | | | |
| Make/Model/Acc | | | Serial # | Cost Per Prin | t G | Suaranteed Monthly Minimum |
| 1. See Attache | ed Schedule A | | | | · · | |
| 2. | | | | | | |
| 3. 4. | | <u> </u> | | | | |
| | | | | | | |
| EQUIPMENT D. Make/Model/Acc | | | Serial # | Cost Per Prin | | Guaranteed Monthly Minimum |
| 1. | , | • | Serial # | Cost Fel Film | | ouaranteed Monthly Minimum |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| ADJUST CONS | OLIDATED BILLING O | PTION: | | | | |
| | Cost Per Print | \$0.06037 | Gua | aranteed Monthly Minimum | 141,040 | |
| ADJUST ITEMI | ZED BILLING OPTION: | | | | | |
| Make/Model/Acc | cessories | | Serial # | Cost Per Prin | t G | Guaranteed Monthly Minimum |
| <u>1.</u> <u>2.</u> | | | | | | |
| 3. | | | | | | |
| 4. | | | ···· | | | |
| | | METER REA | DINGS V | ERIFIED QUARTER | N Y | |
| TERM: | | | | | | _ |
| mos. | Balance of applicable | term Termination date | of this suppler | nent coincides with the termina | ation date set forth | in the Cost Per Print |
| | | is supplement (as applica | | nem comoces with the termina | adorr date set forti | in the Cost Fel Film |
| mos. | New term for all equip Agreement. | ment which begins upon | signature and | acceptance by owner and wil | supercede the ter | rm on the original |
| <u>60</u> mos. | New term for all equip | | | m begins upon supplement en | | ceptance by Owner. |
| | | al Agreement shall remal | In in full effect | for the remaining original equip | oment. | - |
| TERMS AND CO | | o Cost Dor Don't Assess | ant (as aumala | ment) as set forth above. You | | |
| original Cost Per I | Print Agreement and an | v subsequent supplemer | nts referenced | above. Except for the specific | provisions set forti | above the original terms |
| and conditions ser reference. | t forth in the Cost Per P | rint Agreement and any p | personal guara | nty(s) shall remain in full force | and effect and are | incorporated herein by |
| ACCEPTANCE | OF DELIVERY: | | | | | |
| YOU HEREBY A | CKNOWLEDGE THAT | T THE EQUIPMENT SE | T FORTH A | BOVE HAS BEEN RECEIVE | D, HAS BEEN PL | IT IN USE, IS IN GOOD |
| WORKING ORD | ER AND IS SATISFAC | CTORY AND ACCEPTA | ABLE. INTIAL | . METER READING: UNIT 1 | : UNIT 2: , | UNIT 3: |
| Signature: X | | | Date | e: 4/28/00 hee à | ittached | |
| Print Name: | | | For | • | | |
| CUSTOMER AC | CCEPTANCE: | | | | | |
| Print Name: | RONALD M. | Cohaw Signa | ature: X ~ | 1 AM | Title: | CIO |
| Date: 3 | 22 106 | For. | ADS | Logistics, LL | <u></u> | <u></u> |
| OWNER ACCE | | | | -) - : : : : : : : : : : : : : : : : : | | |
| Print Name: | | Sig | nature: 💢 | eslie | | |
| Date: | 51104 | For | | ncorp Business Equipme | ent Finance Gro | oup |
| | 2004 | | | | | |

SCHEDULE A By and Between

US Bancorp and ADS Logistics LLC
Dated March , 2006
Agreement Number (207397)

NEW EQUIPMENT ITEM DESCRIPTION LIST

| Location I | Name | ADS Logistics LLC | Location | Name | ADS Logistics LLC |
|--|--------|--|----------------------------------|-------------------|--|
| Address | | 2701 South Carrier Ave. | Address | | 6012 South 196th Street |
| City, State, Phone Contact Assets | , Zip | City of Commerce, CA 90040 323-838-2730 Jim Newton | City, State Phone Contact Assets | , Zip | Kent, WA 98032 253-437-0777 Dale Prior |
| QTY | Descr | intion | QTY | Desc | ription |
| 1 | | aserJet 4345x MFP | 1 | | aserJet 4345x MFP |
| 1 | | HP LaserJet 8100n | | HP LaserJet 8100n | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | ************************************** | | | |
| | | | | | |
| Location F | lame | ADS Logistics LLC | Location | Name | |
| Address | 101110 | 2801 Giant Road | Address | vanic | |
| , | | H-2 | | | |
| City, State, | Zip | Richmond, CA 94806 | City, State | Zip | |
| Phone | • | 510-215-8026 | Phone | • | |
| Contact | | Mike O'Reilly | Contact | | |
| Assets | | | Assets | | |
| QTY | Descr | iption | QTY | Desc | ription |
| 1 | HP La | serJet 4345x MFP | | | |
| 1 | HP La | serJet 8100n | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Name

Client Signature

print,inc.

Owner Initials Pru

DELIVERY & ACCEPTANCE

DELIVERY AND ACCEPTANCE CERTIFICATE

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- B) That we, US Bancorp Business Equipment Finance Services, are authorized to purchase the Equipment and start billing you under the CPP Master Agreement or CPP Master Supplement.

Agreement Number: 607797 Installation Date: April 27, 2006

| ADS Logistics LLC |
|----------------------|
| Customer Name |
| ROOR C |
| Authorized Signature |
| CIO |
| Title |
| 4/28/06 |
| Date |

```
Document Name: untitled
BUYOUT.01
                                Buyout Quote Maintenance
                                                                                   10/15/2009
Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY - Contract 500-0009514-005 Quote 1 Pre-Tax Yield. 0.00

ADS LOGISTICS LLC Equipment Cost 3,205.96
Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000 Commencemt 06/15/2006 Term 06/15/2011 Net Investment 1, Num Pymts. 36.00 Times Delin 8 Dealer Name PRINT INC
                                                                              1,656.52
Dealer.... 162130.0000 Private Label N No - Complete Contract Buyout -
                  * Multiple Contracts * Program Type BUNDLING W/CPC FORMAT
0.00 codus

4,250.03 cos maint
                                                                                      0.00)
09) Miscellaneous...
10) Late Charges...
11) Fees.....
                                    0.00
12) Security Deposit (
                                     0.00)
Selection
                            Miscellaneous Quote Maintenance
                                                                                  10/15/2009
BUYOUT.MISC
                                  Miscellaneous Summary
Contract 500-0009514-005
        800
                  Description
                                                                          Amount Due
```

| Description | Due Date | Allount Due |
|----------------------|---|--|
| | - | |
| *MAINTENANCE* | 07/15/2009 | 70.39 |
| MONTHLY PROPERTY TAX | 07/15/2009 | 0.28 |
| MONTHLY PROPERTY TAX | 07/15/2009 | 0.69 |
| MONTHLY PROPERTY TAX | 07/15/2009 | 0.85 |
| MONTHLY PROPERTY TAX | 07/15/2009 | 0.36 |
| *MAINTENANCE* | 08/15/2009 | 70.05 |
| MONTHLY PROPERTY TAX | 08/15/2009 | 0.28 |
| MONTHLY PROPERTY TAX | 08/15/2009 | 0.68 |
| MONTHLY PROPERTY TAX | 08/15/2009 | 0.85 |
| MONTHLY PROPERTY TAX | 08/15/2009 | 0.36 |
| *MAINTENANCE* | 09/15/2009 | 70.05 |
| MONTHLY PROPERTY TAX | 09/15/2009 | 0.28 |
| MONTHLY PROPERTY TAX | 09/15/2009 | 0.68 |
| MONTHLY PROPERTY TAX | 09/15/2009 | 0.85 |
| | | More |
| | MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX *MAINTENANCE* MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX *MAINTENANCE* MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX MONTHLY PROPERTY TAX | *MAINTENANCE* 07/15/2009 MONTHLY PROPERTY TAX 07/15/2009 MONTHLY PROPERTY TAX 07/15/2009 MONTHLY PROPERTY TAX 07/15/2009 MONTHLY PROPERTY TAX 07/15/2009 *MAINTENANCE* 08/15/2009 MONTHLY PROPERTY TAX 08/15/2009 *MAINTENANCE* 09/15/2009 MONTHLY PROPERTY TAX 09/15/2009 MONTHLY PROPERTY TAX 09/15/2009 MONTHLY PROPERTY TAX 09/15/2009 MONTHLY PROPERTY TAX 09/15/2009 |

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009 Miscellaneous Summary

Contract 500-0009514-005

| Seq | Description | Due Date | Amount Due |
|-----|---------------------|---------------|------------|
| | | | |
| 015 | MONTHLY PROPERTY TO | AX 09/15/2009 | 0.36 |
| 016 | *MAINTENANCE* | 10/15/2009 | 70.05 |
| 017 | MONTHLY PROPERTY T | AX 10/15/2009 | 0.28 |
| 018 | MONTHLY PROPERTY T | AX 10/15/2009 | 0.68 |
| 019 | MONTHLY PROPERTY T | AX 10/15/2009 | 0.85 |
| 020 | MONTHLY PROPERTY TO | AX 10/15/2009 | 0.36 |

Date: 10/15/2009 Time: 11:13:06 AM

Document Name: untitled

021

MAINTENANCE

10/15/2009

1,401.00

End of File.

Selection

Date: 10/15/2009 Time: 11:13:14 AM



9514-005 SUPPLEMENT NO. 616578

AGREEMENT NO. 9514



Office Equipment Finance Services

CPP Master Supplement

| 1350 | | | | | | |
|-------|----------------|--|--|--|--|--|
| • | <i>a</i> • • • | | | | | |
| print | financial | | | | | |

| Full Legal Na | ame: ADS Logistics LLC | | | |
|-------------------|---|--|--|--|
| Address: See | Schedule A | | | |
| Phone: 708.7 | 99.4990 | Fax: | DBA: | |
| Billing Addre | ss: 935 W 175th street Homew | ood, IL 60430 | | |
| EQUIPMENT A | DDED: | | | |
| Make/Model/Acc | | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| 1. See Schedu | ile A | , | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| EQUIPMENT D | | Coriol # | Coet Bor Brint | Guaranteed Monthly Minimum |
| Make/Model/Acc | cessories | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| 2. | | | · · · · · · · · · · · · · · · · · · · | |
| 3. | | | | |
| 4. | | | | |
| ADJUST CONS | SOLIDATED BILLING OPTION: | | | |
| | Cost Per Print \$0.061 | 2 Guarant | eed Monthly Minimum 14 | 1,000 |
| AD WOT ITEM | 40.001 | 2 | 14 | 1,000 |
| Make/Model/Aco | ZED BILLING OPTION: | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| 1. | ocsoones | outur n | | , |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| | MET | ER READINGS VERI | FIED QUARTERLY | |
| TERM: | | | | |
| mos | Palance of applicable term. Test | mination data of this supplement | coincides with the termination date | set forth in the Cost Per Print |
| mos. | Agreement or previous supplement | • • | concides will the termination date | Section at the Cost Fer Finn |
| mos. | New term for all equipment whic Agreement. | h begins upon signature and acc | eptance by owner and will superce | de the term on the original |
| 60 mos. | • | enced above only. Such term be | gins upon supplement endorseme | nt and acceptance by Owner. |
| | The term of the original Agreeme | ent shall remain in full effect for th | e remaining original equipment. | |
| TERMS AND C | | | | |
| You have reques | ted this supplement to the Cost Per | Print Agreement (or supplement | t) as set forth above. You agree the | at this supplement is an addition to the s set forth above, the original terms |
| and conditions se | et forth in the Cost Per Print Agreen | nent and any personal guaranty(s | s) shall remain in full force and effe | ct and are incorporated herein by |
| reference. | | | | |
| | OF DELIVERY: | UDIACAT OCT CODTU ADOVA | ELIAS DEEN DESCRICES LIAS | TEEN DUT IN LICE IS IN COOR |
| WORKING ORD | ACKNOWLEDGE THAT THE EQ DER AND IS SATISFACTORY AT | VD ACCEPTABLE. INTIAL ME | TER READING: UNIT 1: | BEEN PUT IN USE, IS IN GOOD UNIT 2: UNIT 3: |
| Signature: X | Se attach | ed Date: | | |
| Print Name: | One of the second | For: | | |
| CUSTOMER A | CCEPTANCE: | | | |
| Print Name: | X IIAC | / Signature: X 💢 | CUIO | Title: CIO |
| Date: 4/// | 13/01. | For: /+75 Lo | 11/10 | |
| Duic 7 / 1 | | 101. / 1 / 3 2 2// | | |
| OWNER ACCE | PTANCE: | 101. 1103 20 | SISTICSIE | |
| OWNER ACCE | | | tara E | |
| | TIMA CIS | Signature: | Caracteria Business Equipment Fina | ince Group |

DELIVERY & ACCEPTANCE

DELIVERY AND ACCEPTANCE CERTIFICATE

By signing below, you, the Customer, agree:

- A) That all equipment described in the CPP Master Agreement or CPP Master Supplement identified below ("Equipment") has been delivered, installed, and is accepted by you as satisfactory for all purposes of the CPP Master Agreement or CPP Master Supplement; and
- B) That we, US Bancorp Business Equipment Finance Services, are authorized to purchase the Equipment and start billing you under the CPP Master Agreement or CPP Master Supplement.

Agreement Number: 607797 Installation Date: April 27, 2006

| ADS Logistics LLO | = |
|-------------------|---|
| Customer Name | |

Authorized Signature

Title

Date

| and | |
|------------------------|--------|
| Dated April | , 2006 |
| Agreement Number ##### | |

TITEM DESCRIPTION LIST

| Location I | | _ Location Name | ADS Logistics LLC |
|-------------|------------------------------------|------------------|-----------------------------|
| Address | 2801 Giant Road | Address | 6012 South 196th Street |
| | H2 | | |
| City, State | Zip Richmond, CA 94806 | City, State, Zip | Kent, WA 98032 |
| Phone | 510.215.8026 | Phone | 253.437.0777 |
| Contact | Mike Oreily, or Sue | Contact | Ron Cohan |
| Assets | | Assets | |
| QTY | Description | QTY Desc | ription |
| 1 | Q5970A Stor. Cab. for HP LJ4345mfp | | OA Stor. Cab. for HP LJ434 |
| 1 | C2975A Stor. Cab. for HP LJ8100 | | 5A Stor. Cab. for HP LJ810 |
| | | | ON ORDER ORDER TO THE EDOTE |
| | | | |
| | | | |
| | | | |
| | | <u> </u> | |
| Ü | | | |
| QTY | Description | QTY Desc | ription |
| | • | Q | приот |
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| | | | |
| | | | |
| | | - | |
| | | · | |
| QTY | Description | QTY Desci | iption |
| | | QTT Desci | puori |
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| | | | |
| | | <u> </u> | |
| | | | |
| | | | |
| | | | |

Id. Charles

Document Name: untitled

| BUYOUT.01 Buyout Type: 50 - BEFG Contract 500-0009514 ADS LOGISTICS LLC Buyout Dte 10/15/2009 Commencemt 11/15/2006 Num Pymts. 31.00 Dealer 162130.0000 | REG BO WITH EQU -006 Quote 1 Mthd Ef/Yield Term 11/15/2011 Times Delin 8 | (| Quote Type: 66 - VENDO Pre-Tax Yield. 0.00 Equipment Cost 2 Buyout Percent 100.00 Net Investment 2 Dealer Name PRINT INC | OR QUOTE ONLY - 0 27,563.85 00 16,492.20 | |
|---|---|-----|--|--|--------|
| | | | Program Type BUNDLING | _ | |
| 01) Receivable Bal* | | | Ending Deposit (| | |
| 02) Unearned Finance* | 0.00 | 14* | Addl Buyout Amts | 0.00 | Mixe |
| 03) Daily Finance* | | | Total Buyout | 42,864.21 | Futur. |
| 04) Residual* | 6,339.69 | 16) | Quote Data | (14 las no)() | To int |
| 05) Daily Residual* | 0.00 | 17) | Contract Info | (11,010,00) | War. |
| 06) Unearned IDC* | 0.00 | 18) | Message History | 4-2 21 1 21 | • |
| 07) Invest Tax Credit* | 0.00 | 19* | Blended Income Data. | \$ 28 100.21 | |
| 08* Sales Tax | 1,635.62 | 20) | Asset Information | | |
| 09) Miscellaneous | | | Rental/Late Chrgs | | |
| 10) Late Charges | 758.16 | 22* | Combined Quote | | |
| 11) Fees | 0.00 | | | | |
| 12) Security Deposit (| 0.00) | | | | |

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance Miscellaneous Summary

10/15/2009

Contract 500-0009514-006

| Seq | Description | Due Date | Amount Due |
|-----|----------------------|------------|----------------------|
| | | | |
| 001 | *MAINTENANCE* | 07/15/2009 | 587.90 |
| 002 | MONTHLY PROPERTY TAX | 07/15/2009 | 10.99 |
| 003 | *MAINTENANCE* | 08/15/2009 | 587.90 |
| 004 | MONTHLY PROPERTY TAX | 08/15/2009 | 10.99 |
| 005 | *MAINTENANCE* | 09/15/2009 | 587.90 |
| 006 | MONTHLY PROPERTY TAX | 09/15/2009 | 10.99 |
| 007 | *MAINTENANCE* | 10/15/2009 | 587.90 |
| 008 | MONTHLY PROPERTY TAX | 10/15/2009 | 10.99 |
| 009 | *MAINTENANCE* | 10/15/2009 | 14,698.00 (~) |
| 010 | MONTHLY PROPERTY TAX | 11/15/2009 | 10.99 |

End of File.

Selection

Date: 10/15/2009 Time: 10:52:40 AM



SUPPLEMENT NO. 676292

AGREEMENT NO. 9514 - COO



to distance

Office Equipment Finance Services

CPP Master Supplement

| V II AZIA | 00 021 11003 | | | •• | |
|-----------------------|---------------------------------------|---|--|--|---|
| Full Logal No. | me: ADS Logistics | | | | |
| | | mewood, IL 60430 | ······································ | | |
| Phone: 219.78 | | Fax: | | DBA: | |
| Billing Addres | | | | | |
| EQUIPMENT AL | DDED: | | | | |
| Make/Model/Aco | | | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| 1. See Schedul | le A | | | | |
| <u>2.</u> 3. | | | | | · |
| 4. | | | | | |
| EQUIPMENT DE | ELETED: | | | | |
| Make/Model/Acc | essories | | Serial# | Cost Per Print | Guaranteed Monthly Minimum |
| 1. | | | | | |
| 2. 3. | | | | ** · · · · · · · · · · · · · · · · · · | |
| 4. | | 78- | | | |
| ADJUST CONS | OLIDATED BILLING | OPTION: | | * | |
| | Cost Per Print | \$0,05526 | Gua | ranteed Monthly Minimum | 182,000 |
| AD UST ITEM | ZED BILLING OPTIO | | | | 102,000 |
| Make/Model/Acc | | ٧. | Serial # | Cost Per Print | Guaranteed Monthly Minimum |
| _1. | · · · · · · · · · · · · · · · · · · · | | | | |
| 2. | | | | | |
| <u>3.</u> | | | | | |
| 4. | | METED DE | ADINGS VI | ERIFIED QUARTERLY | / |
| TEAN. | | METERRE | ADINGS VI | ENIFIED WOANTENE | |
| TERM: | | | | | |
| mos. | • • | le term. Termination da ous supplement (as app | | nent coincides with the termination | n date set forth in the Cost Per Print |
| mos. | • | • | • | acceptance by owner and will su | percede the term on the original |
| 60 mas | Agreement. | inmant referenced chargin | ve entre Such ten | m boging upon runnlament ender | noment and accompany by Curtar |
| <u>60</u> mos. | | | | for the remaining original equipme | sement and acceptance by Owner. ent. |
| TERMS AND CO | | | | | |
| You have request | ed this supplement to | the Cost Per Print Agre | ement (or supple | ment) as set forth above. You agr | ee that this supplement is an addition to the visions set forth above, the original terms |
| and conditions set | | | | | d effect and are incorporated herein by |
| reference. ACCEPTANCE | OF DELIVERY | | | | |
| | | AT THE EQUIPMENT | SET FORTH A | BOVE HAS BEEN RECEIVED. | HAS BEEN PUT IN USE, IS IN GOOD |
| | | | | | UNIT 2: UNIT 3: |
| Signature: X | See a | therhool | • Date | e : | |
| Print Name: | | ., | For | • | |
| CUSTOMER AC | CCEPTANCE: | | | | |
| Print Name: | Royald h. | Cohan Si | gnature: X | KIAND | Title: CIO |
| Date: /0/ | 11/2006 | | or. ADS | Losistics LL | |
| OWNER ACCE | | | | and the state of t | |

Signature: - Cinc. E

For: U.S. Bancorp Business Equipment Finance Group

16985 - 05/19/2004

Print Name:

Date:

Tina Fis

10/11/06

9.7 · 5 2020

SCHEDULE A By and Between

ADS Logistics LLC and Print, Inc.

Dated October 2006 Agreement Number 676292

NEW EQUIPMENT ITEM DESCRIPTION LIST

| Location Name Address | ADS Portage 725 George Nelson Drive | Location Name Address | ADS Eldridge 951 Trails Road |
|--------------------------|--|---------------------------|------------------------------------|
| City, State, Zip | Portage, IN 46368 708.799.4990 | City, State, Zip Phone | Eldridge, IA 52748 708.799.4990 |
| Contact | Tim Wiersema | Contact | Tim Wiersema |
| Assets | | Assets | |
| QTY Desc | ription | QTY Desc | ription |
| | aserJet 4345XM MFP | 1 HP L | aserJet 4345X MFP |
| | | 1 HPL | aserJet 8150N |

200-1d/h. Cohons ame 2006 Client Signature

Owner Initials Kind

DELIVERY & ACCEPTANCE

DELIVERY AND ACCEPTANCE CERTIFICATE

By signing below, you, the Customer, agree:

- A) That all equipment described in the CPP Master Agreement or CPP Master Supplement identified below ("Equipment") has been delivered, installed, and is accepted by you as satisfactory for all purposes of the CPP Master Agreement or CPP Master Supplement; and
- B) That we, US Bancorp Business Equipment Finance Services, are authorized to purchase the Equipment and start billing you under the CPP Master Agreement or CPP Master Supplement.

Agreement Number: <u>676292</u> Installation Date: <u>10/30/06</u>

1qty HP LaserJet 4345XM MFP (Portage, IN) 1qty HP LaserJet 4345X MFP (Eldridge, IA) 1qty HP LaserJet 8150N (Eldridge, IA)

ADS Logistics LLC
Customer Name

Authorized Signature

Title

Date

Document Name: untitled

| BUYOUT.01 Buyout Type: 50 - BEFG Contract 500-0067932- ADS LOGISTICS LLC Buyout Dte 10/15/2009 Commencemt 03/15/2006 Num Pymts. 40.01 | REG BO WITH EQU -000 Quote 4 Mthd Ef/Yield Term 06/15/2011 | (| | OR QUOTE ONLY - 5,672.73 00 2,730.99 | |
|---|---|-----|-----------------------|---|-------|
| Dealer 225728.0000 | | | - Complete Contrac | | |
| Deale1 223720.0000 | TIIVACC BADCI I | 100 | Program Type BUNDLING | | |
| 01) Receivable Bal* | 2,725.23 | 13) | Ending Deposit (| | |
| 02) Unearned Finance* | 0.00 | 14* | Addl Buyout Amts (| 54.50) | Luve. |
| 03) Daily Finance* | 0.00 | | Total Buyout | 6,080.53 (1,428.40) | W. A. |
| 04) Residual* | 1,304.73 | 16) | Quote Data | (1,428.40) | Maria |
| 05) Daily Residual* | 0.00 | 17) | Contract Info | | |
| 06) Unearned IDC* | 0.00 | 18) | Message History | F11 1 5 12 | |
| 07) Invest Tax Credit* | 0.00 | 19* | Blended Income Data. | #4,6>d·15 | |
| 08* Sales Tax | 238.52 | 20) | Asset Information | | |
| 09) Miscellaneous | 1,741.23 | 21* | Rental/Late Chrgs | | |
| 10) Late Charges | 125.32 | 22* | Combined Quote | | |
| 11) Fees | 0.00 | | | | |
| 12) Security Deposit (| 0.00) | | | | |
| Selection | | | | | |

BUYOUT.MISC

Miscellaneous Quote Maintenance Miscellaneous Summary 10/15/2009

Contract 500-0067932-000

| Seq | Description | Due Date | Amount Due |
|-----|---------------------|------------|------------|
| | | | |
| 001 | SUPPLY FREIGHT | 07/15/2009 | 2.75 |
| 002 | *MAINTENANCE* | 08/15/2009 | 70.42 |
| 003 | SUPPLY FREIGHT | 08/15/2009 | 2.75 |
| 004 | *MAINTENANCE* | 09/15/2009 | 71.42 |
| 005 | SUPPLY FREIGHT | 09/15/2009 | 2.75 |
| 006 | *MAINTENANCE* | 10/15/2009 | 71.42 |
| 007 | SUPPLY FREIGHT | 10/15/2009 | 2.75 |
| 800 | *MAINTENANCE* | 10/15/2009 | 1,428.40 |
| 009 | YEARLY PROPERTY TAX | 10/15/2009 | 88.57 |

End of File.

Selection

Date: 10/15/2009 Time: 11:29:21 AM



Replacement Value Lease Agreement

67932-000

209 Quality Avenue, Suite #1 - New Albany, IN 47150 - Phone: 812.948.0795 - Fax: 812.542.2847 This document is written in "Plain English". The words you and your refer to the customer. The words Lessor, we, us and our refer to Better Quality Business Systems, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document. CUSTOMER INFORMATION RIVET PORT 202-933-645 (PEDERAL TAX LO. 8 EDUPAGNT LOCATION (F DIFFERENT FROM ABOVE) STARTING METER SERIAL NO. MAKE/MODEL/ACCESSORIES SECURITY DEPOSIT LEASE PAYMENT AMOUNT LEASE TERMS Term in Months Payments of \$__ (plus applicable taxes) Received Lease Payment Period is Monthly (plus applicable (axes) (mos.) Unless Otherwise Indicated copies per montir Payment includes 19000 Overages billed menthly at \$ END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 2. Renew the Lease per paragraph 1. 3. Return Equipment as provided in Paragraph 6. 1. Purchase the Equipment for the Fair Market Value. payments have been received. See below paragraph. Replacement Interval Option after REPLACEMENT INTERVAL: Provided that you have paid the number of monthly payments indicated in the replacement interval option area on this Agreement, applicable taxes, take charges, and any other sums due under the Agraement, you shall have the following options: 1) Trade up the Equipment with financing provided by Lessor with no pre-payment pomply, 2) Buyout the Agreement for an amount determined by Lessor, 3) Continue to make lesse payments., 4) Refinance the Agreement for a new term at a lower monthly payment. THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED. LESSOR ACCEPTANCE **Better Quality** Business Systems, Inc. SIGNATIONS CUSTOMER ACCEPTANCE GUARANTY As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guaranteed that the customer will make all payments and meet all obtigations his fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and required under this agreement and any supplements indy and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you wake all defenses and notice of these changes and with remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is to defaults, you will include the pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is not recommend that the customer defaults, you will perform all the obligations of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement at sums due under the terms of the Agreement, and the obligations of the Agreement and the obligations of the Agreement and the obligation of the Agreement and the obligation and the obligation of the Agreement and SIGNATURE X PRINT NAME OF GUARANTOR ACCEPTANCE OF DELIVERY You cartify that all the equipment listed above has been furnished, that delivery and installation has been furly completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed

- S. AGREGIACHT: You agree to mail from us the personal property described under "ITEM DEDONIPTION" and as modified by supplements to this Master Agreement from time to fine signed by you and be (auch property as 1. AGREGATH: You agree to seek few us the present property described white "TEM BEGINF! IDM" and as motived by superiments to the Assert Agreement from the to tend state of the superiment and an experiment of the Agreement of t on the rest restricted and the end of the common syons are time only or the supplies processor or expenses or consciously increased and restricted and the construction of the construction of the construction and all constructions are all constructions and advantage of the construction of the construction of the construction and all constructions are all constructions all constructions.
- 2. REAT: Rent will be possible in installments, each in the grammat of the basic restal pryment shown plue any expectable sales ton, use two, plus 1/1/20 of the errors estimated by us to be present jetopoly loc on the Englanded for start year of this Agreement. You will pryment period shown beginning after the first pryment period. The sent payable for the Agreement. You will pryment period shown beginning after the first sent and agreement should be made to be small pryment period. In the sent payable for the receipt of small pryment period should be made to be small pryment period. In the sent of the third Agreement. In the event this nearly of small comprehensive should be made to be small pryment period. In the sent this Agreement, the sent third pryment period for many period for many period. In the sent this Agreement is not fully completely the accuracy deposit will be retained by a to completely the accuracy deposit will be retained by a to completely the accuracy deposit will be retained by a to completely the accuracy deposit will be retained by a to completely the accuracy deposit will be retained by a to completely the accuracy deposit will be retained by a to completely the accuracy deposit will be retained by a to completely the accuracy deposit will be retained by a security deposit of the accuracy deposit will be retained by a security deposit of the accuracy deposit for accuracy and the security deposits and the security
- 2. MAINTENANCE AND SUPPLIES: The charges assistanced by this Agreement whichide permised for the use of the chargested Ecotoment and acceleration, maintenance (charge normal business incurs); if repection, education, as each as block bone and developer. Putter must be separately surcharded by clusteries. Color brane, not included in this Agreement will be billed separately. If necessary, the service and charge protein of the Agreement may be assistanced from the parameters are provided and the parameters are provided and provided. We may charge you develope from the fee to cover our costs of shipping supplies to you. If supply usage securable the manufacturaries recommended usage, we may bill you separately and majoritation and the provides, without charge, casts which have been bories or went brough remove use and set on necessary for surcharding and majoritans are putting and part of supplied and the provides are putting and part of supplied and provide and provided and provid edjustments. Ports demosped by misuse or considerances will be supplied to you in excordance with the manufacturer's positioned perts list price. When, in our ophilon, reconstitioning, or work beyond the acquested his agramment is hequised, we will extend to provide a cost optimise. If auch work to extremine the control provide anything an approved uping, given and notice suppressent, a cost optimise of activities anything and approved uping, given and notice suppressent. This agreements done not sport to repairs made necessary by extrice perspend alone than those this agreement done not sport to repairs made necessary by extrice perspend alone than those this previous control and the control optimise and the control optimise of the perspending of the control optimise to repairs or replacements due to the foregoing shall be the separationally of you as per perspend of the control optimise.
- 4. CWMCRSHCP OF ECUSPACIATY. We are the Leasur of the equipment and have able tills to the equipment (excluding software). You signs to lease the equipment have and clear of all least and district.
- 5. Warbarty disclamer: We mare no transacty expects or dipled, including that the equipment is fit for a particular purpose or that the equipment is merchantable. You addres that you have specified each item of equipment based upon your dwy address and disclam any reliance upon any statements or representations made by us.
- 8. LOCATION OF EXHIPMENT: You will be explained only of your address shown above and you agree not to move it united the agree to it. At the end of \$16 Agreement's term, you will return the Equipment to a location we specify at your experse, in retail measured condition, foll working order, and in complete stocks.
- 7. LOSS OR DANAGE: You are responsible for the risk of loss or for any destruction of or damage to the separation. No such loss or damage relevan you loss the payment abliquators under this Agreement. You expect to promptly notify at in writing of many loss or damage and you will then day to us the present water of the loss of all unpet trains property in the loss or damage and you will then day to us the present water of the loss or damage.

 The process of the process of trains and the paid to us and precisind, at our option, against any loss or damage.
- 6. COLLATERAL PROTECTION AND INSURANCE: You spree to been the equipment RAy insured equipment tous sells us as loss payers in amount not less item implement one contraction of insured cost until this Agreement begins or, we will arread on the policy. You agree to provide us certificates or other evidence of insured acceptable to us, before this Agreement begins or, we will arread you not for the policy insured program on the providence of insured acceptable to us, before this Agreement begins or, we will arread you not be providence of insured and insured program on the providence of the second of the second of the providence of the second of RESPONSIBILITY FOR LIABILITY MISURANCE CONFRAGE ON THIS EQUIPMENT.
- 9. CADISMONTY: The energy image could read proceed by the installation or use of the equipment. You agree to hold us hyminists and numburse us for love and to distance us speciment only shall install installation or use of the equipment. You agree to hold us hyminists and numburse us for love and to distance us speciment only shall install install
- 10. TAXES AND PEES: You agree to pay when this of local (including personal property bits, times and pensions) relating to this Agreement of this Equipment. If we pay any of the actions for you, you agree to relating to the pay us and to pay us a processing fee for each payment we restrict on your bits. You also agree to pay us any time to provide to the latinom Commencial Code or other time and relations to each or water to my our bits. You also agree to pay us any time together to the latinom Commencial Code or other time and relations to each or water to my our bits. You also agree to pay us any time together to the latinom Commencial Code or other time and relations to the same and relations to the same and relations to the same and relations. You turbur agree to pay us \$66.00 or the captured to code to code the same and to pay us a same and to pay us \$66.00 or the captured to code to code the same and to pay us a same and to pay us \$60.00 or the captured to code to code the same and to pay us a same and to pay us \$60.00 or the captured to code to code the same and to pay us a same and to pay us \$60.00 or the captured to code to code the same and to pay us a same
- 11. ABSIGNAENT: YOU HAVE NO RICHT TO BELL, TRANSFER, ASSIGN OR BUBLEAUGTHE EQUIPMENT OR THIS ACKERNENT. We may soil, assign, or bender 8 is Agreement without notice. You agree that 5 we sell, easier will not be expected to easy claims, defense, or set offs that you may Agreement, the new Lessor will have a serie rights and benefits and benefit and benefits and benefit and benefits and benefit
- 12. DETAILT AND RESERVED: If you do not pay any sortial pryround or other sum due to us or other party when due or if you break any of your patients in the Agreement or say other Agreement with us, you will be in distinct. If any part of a payment is lote, you orgive to pay a less charge of 10% of the payment within a late or if two, the machine minings allowed by less, if you are even to detroid, we may readin your accounts deposit and at our option, we can terminate or critically allowed in the payment within a late or if two, the exception of any purples and you are even to detroid, we may read in a payment or critically allowed in the payment of the payment of any purples and distinct and the payment of the payment or any other and to us to a location designated by or. We may recover interest on any utilized to the payment of the payment of the payment or any other location of the payment of the payment or any other location of the payment of the paymen
- 13. UCC FIL NOS: You must us a excurtly interest in the equipment if this Agreement is desirable assessed transaction and you authorize us to record a UCC-1 financing statement or definer instrument, and appoint us your element to contract to con-
- ECUTETY OUTPORTS. The security deposit is mon interest bearing and is to secure your performance under this Agreement. Any security deposit made may be explicad by on to selectly appeal seems from the explication of the Agreement per perforably and the security deposit on the interest bearing deposit to the his amount as set forth above. If all conditions hands are high compiled with and provided you have not ever been in default of this Agreement per perforably 12, the security deposit with an interest bearing deposit on the security deposit of the recurrence of the security deposit of the security deposit. 14. SECURITY ORPOSTS. THE SE
- 15. CONSENT TO LAW, JURISDICTION, AND VEHILS. This Agriculture this be downed by associated and partnersed in the visits of Leaver or its Assignment synthesis and qualified or determined by and construct in accordance with its time. The Leaver or in Assignment shall bring any public proceeding in relation to any matter ordering whole the Agreement, the Contoner interaction agrees that any such nation may be adjusted or determined in any count or courts in the state of the Leaver or its Assignment principal place of business, or in any count or courts in Contoner or assistance or assi
- and by the including notifying us of the protor reacting at the and of each month. At the end at the tiral year of this Agreement and came and 18. OVERAGES AND COST AQUUSTMENTS: You ogree to comply with any office procedures destimakes broken mouth parked, we may recrees the beat caseds charge per copy and Day best copy charge over the base minimum by a maximum of 10% of the existing charge.
- 17. UPGRADIE/DOWNGRACE PROVISION: AFTER RICEPTION OF THE ABREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OFTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMENDATE YOUR MEEDS.
- 18. TRANSSTROM RALLING: In order to include an enterty transition, encuding installation and training, and to provide a uniform lutting cycle, the "Effective Cale" of this Agreement will be the Riterals (151h) day of the mouth believing installation.

 Curtomer agrees to pay a provided errorant for the period believen the installation case and the Effective Cale. This payment for the transition period will be bested on the bose minimum usage payment provided on a 30 day calendar events and all but

- 19-A. CUST (MACE COVERNANTS: the Customer constraints and washed that (1) is how, to accordance with the requirements of law, tudy budgeted and experients outflowed funds for the current bodget year to create the payounts ached.
- vers. Luga concer curvareares, une concern communica and monants and (1) is that it accordance with the inquirement of the flat budgeted and due and to meet its other addigeters under the Agreement and such buds have not been depended for other purposes; and (2) That there is no action, and, proceeding of intelligation pending, or breakened in any court or other februar or competent production, state or fade. ral or bottom any public board or body, which in any way would (4) restrain or estain the delivery of m in the past, built, instantioning an intermagnants personally or implement on any intermediate an anison of the continuence o nor is there any basis for any such action, will, proceeding or investigation; and
- ential government purposes and will to be executed for the term of the Appea (3) That the againment will be operated and controlled by the Customer and will be used for ex
- (2) That the applications will be operated and controlled by the Customer and will be used for example government purposes and will be examples for the turn of the Agreement.

 (4) Customer has not previously terminated a lease for uno-appropriation, except we exhalfed by described in a letter approximate from the powering previous and regulatory providence and customer and authorization to blad Customer. Signor(s) 19-9. ExpoNat/URSS: Each alphar (not if morthly psychiatri exceeds \$1,200) eventual that herbor is fully better than the powering relevent legal and regulatory providence and explorer and association has been in accordance with all approximate further warrant(s) be governing body has been the exceeder storic including any legal bid requirement, under applicable lies to arrange for acquisition of the Equament; the opposed and association has been in accordance with all approximate the powering body; and the government body of Quidware addresses, under applicable the to arrange for acquisition of the Equament; the opposed and association for the government body of Quidware addresses to the control of the government body of Quidware addresses to the providence of the government body of Quidware addresses to the providence of the government body of Quidware addresses to the government body of Quidware addresses to the government body of Quidware addresses to the government body of the government body of Quidware addresses to the government body of Quidware addresses to the government body of Quidware addresses to the government body addresses to the government body of Quidware addresses to the government body of Quidware and Quidware a grand authorization to bind Customer. Bignor(s) for
- 1. Funds are not appropriated for a Data) trans any east of children to the one in which the Agreement was entered into which are audiciated to settary all of Customer's childstons under the Agreement childs said discol

- Z. Such non-expenditure did not requi front any set or crass to set ve crisionari.

 3. Customer into expressed all funds logory excludes for all payment due under the Agreement, and

 4. There is no other that procedure by which payment can be made to Leason.

 Then, provided that (a) Continger has great Leason within social of the occurrence of perspects of the section of the funds of the occurrence of perspects of the section of the section of the funds of the occurrence of perspects of the section of the section of the funds of the funds of the funds of the section of the funds of ion may costs, wahout any duty to account to Chri

16772 - 01/28/2003

ASSIGNMENT

RE:

| RE: | Agreement No | 7932.000 | dated _ | 2/20 | _, 2006 |
|----------------|--|---|----------|--------------------|------------------|
| | between ADS 1 | Logistics | L | <u> </u> | |
| | as Customer and the und | dersigned as nomi | nal Ow | ner (the "Agreer | nent"). |
| Finar cover | undersigned hereby sells, as nce Group all of the unders red by the Agreement and (Iding the right to receive re | igned's right, title b) the undersigne | , and in | terest in and to (| a) the equipment |
| (Nam | Botter Quality ne of Owner) | <i>k</i> | | | |
| Signa | Daney Bruns | | | | |
| Sr Do Title | ocumentation Analyst | | | | |
| Date | 00.11-4 | | | | |

| BUYOUT.01 | Buyout Quote Mai | ntenance 10/15/2009 |
|------------------------|----------------------|--------------------------------------|
| Buyout Type: 42 - BEFG | RENEWAL TRADEUP | Quote Type: 66 - VENDOR QUOTE ONLY - |
| | | Pre-Tax Yield. 0.00 |
| | | Equipment Cost 1,092.67 |
| Buyout Dte 10/15/2009 | Mthd | Buyout Percent 100.000 |
| | | Net Investment 126.52 |
| Num Pymts. 35.00 | | |
| | | - Complete Contract Buyout - |
| * | Multiple Contracts * | Program Type BUNDLING W/VALUE FMT |
| 01) Receivable Bal | 154.72 13) | Ending Deposit (0.00) |
| 02) Unearned Finance | 0.00 14* | Addl Buyout Amts 0.00 |
| 03) Daily Finance | 0.00 | Total Buyout (553.28) |
| 04) Residual | 109.27 16) | Quote Data |
| 05) Amort Est Resid. | 0.00 17) | Contract Info |
| 06) Unearned IDC | | Message History |
| 07) Invest Tax Credit | 0.00 19* | Blended Income Data. |
| 08* Sales Tax | 0.00 20) | Asset Information |
| 09) Miscellaneous | 214.29 21* | Rental/Late Chrgs |
| 10) Late Charges | 75.00 22* | Combined Quote |
| 11) Fees | 0.00 | |
| 12) Security Deposit (| 0.00) | |
| Selection | | |

BUYOUT.MISC Miscellaneous Quote Maintenance Miscellaneous Summary

10/15/2009

Contract 500-0078794-000

| Seq | Description | Due Date | Amount Due |
|-----|---------------------|------------|------------|
| | | | |
| 001 | *MAINTENANCE* | 07/25/2009 | 41.43 |
| 002 | PROP DAMAGE | 07/25/2009 | 4.09 |
| 003 | *MAINTENANCE* | 08/25/2009 | 41.43 |
| 004 | PROP DAMAGE | 08/25/2009 | 4.09 |
| 005 | *MAINTENANCE* | 09/25/2009 | 41.43 |
| 006 | PROP DAMAGE | 09/25/2009 | 4.09 |
| 007 | *MAINTENANCE* | 10/25/2009 | 41.43 |
| 800 | PROP DAMAGE | 10/25/2009 | 4.09 |
| 009 | YEARLY PROPERTY TAX | 10/25/2009 | 32.21 |

End of File.

Selection

Date: 10/15/2009 Time: 11:16:48 AM

Usbancorp

1310 Madrid St., Sta. 101 Marshall, MN 56258 Fax: 800.328.8092

CUSTOMER

APPLICATION NO.

Comprehensive CPC Program

Supplier:



1844 45th Street, Munster, IN 46321 Phone: 219.924.1400 Fax: 219.924.9208

| CUSTOMER INFORM | AATION | | | | |
|--|---|--|---|---|--|
| | Anch | | STREET ADDRESS | | |
| FULL LEGAL NAME Alternative Distribution | n Systems Inc | | 9200 Calumet Ave | S n-300 | |
| CITY | STATE | ZIP | PHONE | | LTAX1.D# |
| Munster | IN | 46321 | 219-836-3900 | | |
| BILLING NAME (IF DIFFERENT FR | (OM ABOVE) | | BILLING STREET ADDRESS | | |
| | | | | | |
| CITY | STATE | ZIP | E-MAIL | | · · |
| | | | | | |
| EQUIPMENT LOCATION (IF DIFFE | ERENT FROM ABOVE | | | | |
| | , | | | SERIAL NO. | STARTING METER |
| MAKE/MODEL NO./ | ACCESSORIES | | | | |
| Muratec FaxF300 | | | | 90076006 | 150 |
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| | | | | | |
| RENTAL TERMS | | RENTAL PA | AYMENT AMOUNT | SECL | IRITY DEPOSIT |
| Term in Months | | | ments of \$ 70.68 | | |
| | | | Applicable Taxes) | s | n |
| 36 | – | | nent Period is Monthly | , | Plus Applicable Taxes) |
| (mos.) | 1 | | therwise Indicated. | rages billed monthly at \$ | 032 per conv |
| | ncludes 1000 copies | | | | |
| THIS IS A NONCAN | ICELABLE / IRREV | OCABLE AGREE | MENT, THIS AGREEMEN | T CANNOT BE CANCE | LED OR TERMINATED. |
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| | J.S. Bancorp | T. | (411) . 1) . | | Das has |
| | Business Equipment F | | | nter | LOCATION |
| DATED 0 | WNER | S | GNATURE \ | | TITLE |
| CUSTOMER ACCE | PTANCE | | | | |
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| 10/30/06 | Systems, - | TNC | - Chom Mar | | |
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| GUARANTY | | | | to that the customer will make his never | needs and meet all obtinations recurred und |
| is additional inducement for us to enti- igreement and any supplements fully | er into the Agreement, the under and promptly. You agree that we | s wak waya opist susubawi siguaq ("Aon.) nucosomoussi | y, jointry and severally, personally guarantee ents including compranise or settlement wil | the customer and you waive all defe | nents and meet all obtigations required undi- naces and notice of those changes and will n non with the default provision of the Agreem |
| esponsible for the payment and obliga | ations of this Agreement. We do i | OF USING SO LOTEN AOT & BAS O | USEDFIRST ES ET ERMANUL, IT MIS CASAMITAT CATAMIT | to enforce this ourseasty was connected | consent to the lunisdiction of the court set |
| paragraph 15 and agree to pay 84 cos authorize us to obtain credit bureau res | ts, including attornays leas incum | ed in entorcement or inis gu | granty. It is not necessary for us to proceed | 1821 Sõstust die Cristonies oeibie eino | roing this guaranty. By signing this guarant |
| | • | T. | y | | |
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| PRINT NAME OF GUARANTOR | | S | IGNATURE | | DATED |
| ACCEPTANCE OF | DELIVERY | | | and all and the second at the | received from been reviewed and princed |
| Maria and the short of the anadomas a Bases | d above has been furnished, that | delivery and installation has unconditional in all respects | been fully completed and satisfactory. Full You understand and agree that we have | rier, an conditions and terms of this Ac purchased the equipment from the aut | present have been reviewed and acknowled opter, and you may contact the above supplient to the affectiveness of this agreement. |
| Too certify that all the equipment which Upon your signing below, your promis | ACS LIGHTEST AIM OF HICKARDON OVER | | | | |
| Upon your signing below, your promis your warranty rights, which wa transfer | L TO AON LOS ALG ROLLI OF AISE BRITEGIS | ent. You approvat as titula | ned below of our purchase or the edisprisan | Tion the soppler is a consisting practic | Witt to air smechanisms or any ad- |
| your warranty rights, which we transfer | to you for the form of the agreen 1 to mach wo Dist Subtems. | ent. You approvat as titula | X Home See | TIGHT WE SOPPLE IS A COMMON PARKET | and the second s |

- 1. AGREEMENT: You agree to rent from us the personal property described under TTEM DESCRIPTION* and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment [Agreement] and supersonals any purchase order or outstanding invoke. This Agreement into the first point association by us and will begin on the rent commencement duty of the following month for the number of conscisuitive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. It eny provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in that force and effect in that jurisdiction and all others.
- 2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the data you sign this Agreement. Subsequent installments will be payable on the first day of each notab payment period shown beginning after the first rental payment period. The rent payable for the month of rent commencement shall be protected from the monthly rental amount set forth above. We will have the right to apply all sums, received from you, to any amounts due and oved to us under the terms of the bits Agreement. In the event this Agreement, in the event this Agreement, in the event this Agreement, in the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20,00 bad check charge will be assessed.
- 3. USE, Maintenance, REPAIR, SUPPLIES AND MAINTENANCE: We are responsible for installing and keeping the Equipment in good working order. You are responsible for protecting the Equipment from damage except for ordinary wear and lear. If the equipment is damaged, you agree to continue to bey the Rantal Payment and the Additional Copy Charges. This Agreement covers tibor, materials and drums for adjustments, repairs, modifications, modifications or personnel to effect repairs or charges which result in a preventative maintenance and returds as necessatived by mornal use of the machine, without additional charges. The use of unauthorized pents, components, modifications or personnel to effect repairs or charges which result in a preventative maintenance and returds as necessatived by mornal use of the machine, causing and or excessive sentence calls may be billable to you. Original Equipment Manufacturer (O.E.M.) Copyers are designed to give excellent performance with O.E.M. products, including any copy paper, chemicals, toner and developer. In the event that you use other than O.E.M. supplies and all such supplies and additional control additional country and an excellent performance with O.E.M. products, including any copy paper, chemicals, toner and developer. In the event that you use other than O.E.M. supplies and all additional country and all supplies including temperature and additional country and all supplies to excellent performance and the manufacturer of the Agreement and the performance of manufacturers yield may be billable to you. Any and all supplies delivered as a part of this Agreement remain properly until and paper, transpartables, steples, colored toner, colored developer on tables. Tower required in excess of manufacturers yield may be billable to you. Any and all supplies delivered as a part of this Agreement will be paid on the performance of this Agreement. Any such supplies on supplies delivered in the supplies and supplies delivered as a part of this Agreement and the performance of thi
- 4. OWNERSHIP OF EQUIPMENT: We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all tens and claims.
- 5. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's tarm, you will return the Equipment to a tocation we specify at your expense, in retail resistable condition, full working order, and in complete repair.
- 6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unputo rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us end originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us end originally
- 7. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss copies in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will entall you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs and credit rick. As long as you are current at the time to the loss of cody. The replacement value of the equipment will be applied against any loss or change as per paragraph 6. You must be current to benefit from the property damage surcharge program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.
- 8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmtess and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.
- 9. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines end penatiles) relating to this Agreement or the Equipment. If we pay any of the above for you, you egree to reimburse us an pay us a processing fee for each payment we make on your behalf. You also agree to pay us any fiting fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing transaction. You further agree to pay us \$59.50 on the date the first rental payment is due to cover the expense of originating the Agreement. If the total sum of the payments exceeds \$75,000, the origination less will be \$75.50.
- 10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the naw Owner will not be subject to any claims, defences, or set offs that you may have against us.
- 11. DEFAULT AND REMEDIES: if you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in dofault. If any part of a payment is lote, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpart belance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original sequences to use of the caps of the payment of the payment of the caps of the payment of t
- 12. LICC FILINGS: You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you subtorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
- 13. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount over by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions hardin are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
- graement will be deemed fully executed and performed in the State of Mannetotal upon signing by the Owner and will be governed by and construed in accordance with Mannetota law. You expressly consent to mue of any state or federal court in the State of Mannetota and waive right to trial by jury for any claim or action airsing out of or relating to this Agreement or the Equipment. You waive right of defense of
- 15. COST ADJUSTMENTS: At the end of the first year of this Agreement and once each successive buelve month period we may increase the cost of the C-P-C Payment a maximum of lifeen percent (15%).
- 18. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST. WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
- 17. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the twenty-fifth (25th) day of the month following installation. Customer agrees to pay a provated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment provated on a 30 day calendar month and will be added to the Customer's first involce.

- FOR MUNICIPALITIES ONLY

 19-A. CUSTOMER COVENUNTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of text, fully budgeted and appropriated sufficient funds for the custent budget year to make the payments schaduled to come time and to meet its other obspections under the Agreement and such funds have not been expended for other purposes; and to meet its other obspections under the Agreement, and its proceeding of the restriction period of the restriction of delivery of the Agreement, or (a) under the Agreement, or (a) under the agreement or the above of the Customer to make at 8 asso Payments (as set out above); (b) contact or effect the matherity for the association of delivery of, or the validaty of, the Agreement, or (a) under the existence and powers of the Customer and will be used for escardial government purposes and will be excepted the text of the customer, will not operated and controlled by the Customer and will be used for escardial government purposes and will be excepted the text of the Agreement.

 (3) That the optionment will not operated and controlled by the Customer and will be tead for escardial government purposes and will be season for encountry terminated at leasts for non-paperpointain, except as a peculically described in a least popular of the season of the s

| discussion may costre, w | Under stry duty to account to Contamer. | | _ |
|--------------------------|---|-----------|-------|
| | | X | |
| DATED | CUSTOMER | SIGNATURE | TITLE |

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10/15/2009
BUYOUT.01
                           Buyout Quote Maintenance
Buyout Type: 42 - BEFG RENEWAL TRADEUP Quote Type: 66 - VENDOR QUOTE ONLY -
                                           Pre-Tax Yield. 0.00
Contract 500-0085245-000 Quote 28
                                            Equipment Cost
                                                                13,098.36
    CARRIER EXPRESS
                                           Buyout Percent 100.000
Buyout Dte 10/15/2009 Mthd
                                          Net Investment
Dealer Name MCSHANES
Commencemt 08/25/2006 Term 08/25/2009
                                                                 2,050.03
Num Pymts. 34.00 Times Delin 8
Dealer.... 236489.0000 Private Label N No
                                            - Complete Contract Buyout -
                   * Multiple Contracts * Program Type BUNDLING W/VALUE FMT
                           1,598.00 13) Ending Deposit (
01) Receivable Bal..
                                        14* Addl Buyout Amts
                                                                       0.00
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02) Unearned Finance
                          0.00
0.00
1,309.84
                                                                     3,633.71
03) Daily Finance...
                                            Total Buyout....
                                        16) Quote Data.....
04) Residual.....
                                       17) Contract Info....
05) Amort Est Resid.
                               0.00
                                       18) Message History..
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0.00 19* Blended Income Data.
06) Unearned IDC....
07) Invest Tax Credit
                               0.00 20) Asset Information
08* Sales Tax.....
                            405.27 21* Rental/Late Chrgs
320.60 22* Combined Quote
(09) Miscellaneous...
10) Late Charges...
11) Fees....
                              0.00
12) Security Deposit (
                               0.00)
Selection
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Bill Actual PPT due. Please contact the tax department.

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009

Miscellaneous Summary

Contract 500-0085245-000

| Seq | Description | Due Date | Amount Due |
|--------------|---------------------|------------|------------|
| | | | |
| 001 | PROP DAMAGE | 07/25/2009 | 49.05 |
| 002 | PROP DAMAGE | 08/25/2009 | 49.05 |
| 003 | *OVERAGE | 09/25/2009 | 15.13 |
| 004 | *OVERAGE | 09/25/2009 | 4.49 |
| 005 | PROP DAMAGE | 09/25/2009 | 49.05 |
| / 006 | *OVERAGE | 10/25/2009 | 26.18 |
| 007 | *OVERAGE | 10/25/2009 | 7.77 |
| 008 | PROP DAMAGE | 10/25/2009 | 49.05 |
| 009 | YEARLY PROPERTY TAX | 10/25/2009 | 119.91 |
| 010 | YEARLY PROPERTY TAX | 10/25/2009 | 35.59 |

End of File.

Bill Actual PPT due. Please contact the tax department. <return>

Date: 10/15/2009 Time: 11:33:50 AM

01/03/2003 06:27

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PAGE 82

USbancorp

1910 Madrid St., Ste. 101 Marchall, MN 56258 Fac: 800 328,9092 APPLICATION NO. 1142943

CONTRACT NO.

Suppler:

1844 45th Street, filunator, IN 46321 Phone: 219,924,1400 Fax: 219,924,9208

Comprehensive CPC Program

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to U.S. Bancorp Business Equipment Finance Group. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document. CUSTOMER INFORMATION STREET ADDRESS FULL LEGAL NAME 250 W US Hwy 12 Area Transportation Co PHONE FEDERAL TAX I.D. STATE CEY 46304 1-866-712-9309 IN **Burns Harbor** BILLING STREET ADDRESS BILLING NAME (IF DIFFERENT FROM ABOVE) Carrier Express 5-MAIL ZIP STATE CITY EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) STARTING METER SERIAL NO. MAKE/MODEL NO./ACCESSORIES 500 SLG13492 Canon IR2870 200 90134009 Muratec FaxF1430D SECURITY DEPOSIT RENTAL PAYMENT AMOUNT RENTAL TERMS 399.50 Payments of \$ Term in Months (Plus Applicable Tat Rental Payment Period is Monthly 38 (Plus Applicable Texas) Unless Otherwise Indicated. (mos.) Overages billed monthly at \$.01 per copy Payment includes 7,000 copies per month THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED. OWNER ACCEPTANCE U.S. Bancorp **Business Equipment Finance Group** OWNER CUSTOMER ACCEPTANCE Area Transportation Co CUSTOMER Additional inducement for us to enter 170 the Agreement, the understance of your unconsiderably, jointly and severally, personally quarantees that the customer will make all payments and meet at obligations required unper this enters and any supplements fully and precently. You agree that we may make other arrangements including compromise or patients and the customer of the desired and obligations of the Agreement. We so not have to notify you if the customer is in debut. If the quarantees definate, you will immediately pay in accordance with the advantagement at the payment and obligations of the Agreement, who so not have to notify you if the Customer is in debut. If the quarantees definate, you will immediately pay in accordance with the advantage of the Agreement and with perform all the obligations of the Agreement in the purpose of the Agreement and with perform all the obligations of the Agreement and with perform all the obligations of the Agreement in the purpose of the Agreement in the Agreement in the Agreement in the Agreement in the purpose of the Agreement in the Agreemen GUARANTY

ACCEPTANCE OF DELIVERY

harbory. Further, all conditions and terms of this Agreement have been toviowed end acknowledged, at we have purchased the equilibrand from the supplier, and you may contact the above eupplier to be equipment from the supplier is a condition procedent to the effectiveness of this agreement. as articular polow of our purposes of the equipment from the supplier is a consistent proin will be ste

Area Transportation Co

8-25.06

DATE OF DELIVERY

DATED

- 1. AGREEMENT: You agree to rant from us the porsonal property described under TTEM DESCRIPTION* and as modified by supplements to this Master Agreement from time to time algued by you and us (such property and any supplements, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and not by course of performances statement of our Agreement regarding the listed equipment (Agreement) and supplements and not by course of performances. This Agreement becomes valid upon execution by us and us begin on the rent commencement and not of continue from the first day of the following mornth or the number of consecutive months shown. The term will be submissed and will continue from the first day of the following mornth for the number of consecutive months shown. The term will be submissed for successive all months forms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is decisted unerforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that purisdiction and all others.
- 2. RENT: Rent will be payable in instalments, each in the amount of the basic rental payment arrown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. The rent payable for the month of rent commencement shall be prorated from the monthly rental amount set forth above. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of the this Agreement. In the event this Agreement its not flught completed, the security deposit will be retained by us to compensate us for our documentarion, processing and other expenses. If for any reason, your check is returned for recorpsyment, a \$20,00 bad check charge will be assessed.
- 3. USE, Maintenance, REPAIR, SUPPLIES AND MAINTENANCE: We are responsible for installing and keeping the Equipment in good working order. You are responsible for protecting the Equipment from damage except for ordinary wear and tear. If the equipment is damaged, you agree to continue to pay the Rental Payment and the Additional Copy Charges. This Agreement covers labor, materials and disturs for adjustments, repairs, modifications, preventative maintenance and rebuilds as necessitated by normal use of the machine, without additional charges. The use of unauthorized parts, components, modifications or personnel to effect repairs or changes which result in a preventative maintenance and rebuilds as necessitated by normal use of the machine, without additional charges. The use of unauthorized parts, components, modifications or personnel to effect repairs or changes which result in a service calls and to be a preventative maintenance and rebuilds as necessitated by normal use of the machine. Causing applications or personnel to effect repairs or changes which result in a service calls may be billable to you. Use agree to further that you use other than D.E.M. supplies, and if such supplies are defective or not adaptable for use in sald machine, causing attended to the supplies considered optional, such as, but not limited to resulting service calls may be billable to you. We agree to further as a part of this purpose will be copying supplies including to resulting service calls may be billable to you. We agree to grow the supplies and the supplies and it will supplies and the supplies and it was supplies and to us upon constraint on a supplies delivered as a part if this Agreement remain properly until and unless they are consumed in the above referenced Equipment in the performance of this Agreement. Any such supplies not suprement of us supplies and to us upon constraints or supplies and in the performance of this Agreement. Any such supplies and the supplies to provide suitable space electrical services for the
- 4. OWNERSHIP OF EQUIPMENT: We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and clears.
- 5. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail reselection condition, full working order, and in complete repair.
- 6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpeid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at aix percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
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- 3. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury
- 9. TAXES AND FEES: You agree to pay when due at laxes (including personal property tax, fines and penalties) retains to this Agreement or the Equipment. If we pay any of the above for your behalf. You sits agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and retimburse us for all costs involved in completing this transaction. You further agree to pay us \$59,50 on the date the first rental payment is due to cover the expense of originating the Agreement. If the total sum of the payments exceeds \$79,000, the origination tee was be \$79,50.
- 10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may self, existing, or transfer this Agreement without notice. You agree that if we self, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the naw Owner will not be subject to any assign, of transfer this Agreement, the new Owner will he staims, defenses, or set offs that you may have against us.
- 11. DEFAULT AND REMEDIES: If you do not pay any rontal payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a kile charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid betained of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticlosted residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid betained at the rate of 8% per manum. We may be use any of the remedies maxibility to under Article 2A of the Uniform Commercial Code as enacted in the Scatter of Ministration or any other law. If we right this Agreement to an attorney for collection, you agree to pay our reasonable attempty's fees and actual count costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you one us under this fees and actual count costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you one us under this Agreement. You United Park and the process of the sale of any repossessed Equipment will be credited against what you one us under this adams to enforce our rights under this Agreement and you waive oustomer's rights under Article 2A (308-522) of the UCC.
- 12. UCC FILINGS: You grant us a security interest in the equipment If this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
- 13. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which even you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully compiled with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit you will promptly restore the security deposit to its full amount as set four above. If as of will be returned as set four above. If as of the return of the equipment in accordance with paragraph 6.
- 14. LAW: This Agreement will be deemed fully executed and performed in the State of Minnesota upon signing by the Owner and will be governed by and construed in accordance with Minnesota law. You expressly consent to jurisdiction and venue of any state or federal court in the State of Minnesota and waive right to Irial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. You waive right of defense of
- 15. COST ADJUSTMENTS: At the end of the Orst year of this Agreement and once each successive twelve month period we may increase the cost of the C-P-C Payment a maximum of fitteen percent (15%)
- UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
- 17. TRANSITION BRILING: In order to (addition an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the twenty-fifth (25th) day of the month following installation. Customer agrees to pay a provided amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment provided on a 30 day catendar month and will be added to the Customer's first involve.

- FOIR MUNIQUEACTIVES UNILY
 IS-A. CUSTOMER COMENANTS. the Customer coverants and examins that (1) it has, in eccordance with the coverance of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments exhaulted to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, put, proceeding or investigation prompting, or it restrain or evigion the delivery of the Capternant or only a finished its dark purpose. The customer is not action, put, proceeding or investigation prompting, or it restrain or evigion the delivery of the Agreement of the Customer to make its Busse Payments (as set out above) (b) contest or affect the outloomer or delivery of, or the validity of, the Agreement or (c) contest the existence and powers of the Customer; nor is there (2) that the

- Agronment or the ability of the Customer to rathe its Base Payments (as set out above); (a) contest or affect the outcomer; nor is there any basis for any auch action, set, proceeding or investigation; and
 (a) Customer has not previously terminated a lease for non-appropriation, except as specifically described in a titles appended hereby.

 (a) Customer has not previously terminated a lease for non-appropriation, except as specifically described in a titles appended hereby.

 (a) Customer has not previously terminated a lease for non-appropriation, except as specifically described in a titles appended hereby.

 (a) Customer has not previously terminated a lease for non-appropriation, except as appended hereby.

 (a) Customer has not previously terminated a lease for non-appropriation, except as appended hereby.

 (b) Customer has not previously terminated a lease for non-appropriation, except as appended hereby.

 (a) Customer has not previously terminated a lease for non-appropriation, except as appended hereby.

 (b) Customer has not previously terminated a lease for non-appropriation, except as appended hereby.

 (c) Customer has not previously terminated a lease for non-appropriation, except as a previously terminated a lease for non-appropriation and the previously terminated for a final appropriate to the one in which the Agreement bocases.

 1. Funds on one appropriation did not result from any act or failure to set of customer is not appropriate to the ease in which the Agreement because.

 2. Such non-appropriation did not result from any act or failure to set of customer is no default applicable appropriate to the enter in which the Agronment was entered into which are sufficient to entirely and or a final applicable to the entered for any or the customer is not default under the default applicable or previously and appropriate to th

| SECTOMON HERY DESIGN, AND | | | |
|---------------------------|----------|-----------|-------|
| | | X | |
| DATED | CUSTOMER | SIGNATURE | TITLE |

219 922 5684 PATTY + GINA



Business Equipment Finance Group

U.S. Bancorp Business Office

Lease Agreements #662943 Between ADS Logistics LLC and U.S. Bancorp Business Equipment Finance Group, as Owner

The parties have entered into the above-referenced Agreement more fully described in said agreement. In recognition of the inaccuracy of the legal name on the document, the parties wish to amend said Agreement as set forth below:

LEGAL NAME:

ADS Logistics LLC

ADDRESS:

250 W US Hwy 12

Burns Harbor, IN 46304

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect and remain binding on the above-identified Agreement.

Owner

Customer

X ful W. Hu

Signature: John Glass

Doc. Analyst

Title: On-Site Manager

X_____§

ADS Logistics LLC

****SIGNER MUST BE THE SAME AS LEASE AGREEMENT ****

| BUYOUT.01 | | | | | |
|------------------------|--------------------|----------|------------------------|-------------------------------------|--------|
| Buyout Type: 50 - BEFG | REG BO WITH EQU | Ç | Quote Type: 66 - VENDO | R QUOTE ONLY - | |
| Contract 500-0112862 | -000 Quote 3 | | Pre-Tax Yield. 0.00 | | |
| ALTERNATIVE DISTRI | BUTION SYSTE | | Equipment Cost | 5,863.08 | |
| Buyout Dte 10/15/2009 | Mthd Ef/Yield | | Buyout Percent 100.00 | 0 | |
| Commencemt 06/25/2007 | Term 06/25/2010 | | Net Investment | 2,644.83 | |
| Num Pymts. 24.00 | Times Delin 11 | | Dealer Name MCSHANES | | |
| Dealer 236489.0000 | Private Label N No | o | - Complete Contrac | t Buyout - | |
| * | Multiple Contracts | s * | Program Type BUNDLING | W/VALUE FMT | |
| 01) Receivable Bal* | 2,160.00 | 13) | Ending Deposit (| 0.00) | |
| 02) Unearned Finance* | 0.00 | 14* | Addl Buyout Amts | 0.00 | - 1w |
| 03) Daily Finance* | 0.00 | | Total Buyout | 0.00 4,513.90 less (342.40) m | rus. |
| 04) Residual* | 1,348.51 | 16) | Quote Data | 1 342.40 | - twin |
| 05) Daily Residual* | 0.00 | 17) | Contract Info | () (() () | |
| 06) Unearned IDC* | 0.00 | 18) | Message History | | |
| 07) Invest Tax Credit* | 0.00 | 19* | Blended Income Data. | \$4,171,50 | |
| 08* Sales Tax | 245.60 | 20) | Asset Information | ` ' | |
| 09) Miscellaneous | 583.24 | 21* | Rental/Late Chrgs | | |
| 10) Late Charges | 176.55 | 22* | Combined Quote | | |
| 11) Fees | | | | | |
| 12) Security Deposit (| 0.00) | | | | |
| Selection | | | | | |
| | | | | | |

BUYOUT.MISC Miscellaneous Quote Maintenance Miscellaneous Summary

10/15/2009

Contract 500-0112862-000

| Seq | Description | Due Date | Amount Due |
|-----|---------------------|------------|------------|
| | | | |
| 001 | *MAINTENANCE* | 07/25/2009 | 42.80 |
| 002 | *MAINTENANCE* | 08/25/2009 | 42.80 |
| 003 | *MAINTENANCE* | 09/25/2009 | 42.80 |
| 004 | *MAINTENANCE* | 10/25/2009 | 42.80 |
| 005 | *MAINTENANCE* | 10/25/2009 | 342.40 |
| 006 | YEARLY PROPERTY TAX | 10/25/2009 | 69.64 |

End of File.

Selection

Date: 10/15/2009 Time: 11:19:02 AM



1310 Modrid St., Sto. 101 Marshall, MN 56258 Fex: 800.328.9092





1844 45th Street, Munster, IN 46321 Phone: 219.924.1400 Fax: 219.924.9208

Comprehensive CPC Program

| nis document is w usiness Equipme | ritten in "Plain Englisi nt Finance Group. E | h". The words you and givery attempt has been ma | your refer to the custom de to eliminate confusing | er. The words Owner language and create a | er, we, us and our refer to U.S. Banco a simple, easy-to-read document. |
|--------------------------------------|---|--|---|--|--|
| CUSTOMER IN | <i>IFORMATION</i> | | | | |
| FULL LEGAL NAME | | | STREET ADDRESS | | |
| | ribution Systems | Inc | 725 George | Nelson Road | |
| CITY | STATE | ZIP | PHONE | | FEDERAL TAXID.# |
| Portage | IN | 46368 | 219-787-501 | 5 | |
| BILLING NAME (IF DIFFE | ERENT FROM ABOVE) | - ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' | BILLING STREET AD | DRESS | |
| Roll and Hold | | | | | |
| CITY | STATE | ZIP | E-MAIL | | |
| | | | | | |
| EQUIPMENT LOCATION | I (IF DIFFERENT FROM ABO | PVE) | | | |
| MAKE/MODEL | NO./ACCESSO | RIES | | SERIAL | |
| Konica Minolta | Bizhub 250 | | | 311179 | 978 500 |
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| | | | D 4 1 / 4 / C 1 / T 4 4 4 6 4 6 4 4 4 | T | SECURITY DEPOSIT |
| RENTAL TERM | WS | RENTAL | <u>PAYMENT AMOUN</u> | | SECURITY DEPOSIT |
| erm in Months | | | syments of \$ 220.00 | | |
| | | <u> </u> | s Applicable Taxes) | | • 0 |
| 36 | <u> </u> | | ment Period is Monthly | | \$0 . |
| (mc | os.) | Unless | Otherwise Indicated. | <u></u> | (Plus Applicable Taxes) |
| Paymen | it includes 4,000 B8 | W copies per month | | verages billed quart | erly at \$.01 per B&W copy |
| | | or copies per month | 0 | verages billed quarte | erly at \$N/A per Color copy |
| | | | | | |
| | | IRREVOCABLE AGRE | EMENT, THIS AGREE | MENT CANNOT BE | E CANCELED OR TERMINATED. |
| OWNER ACCE | EPTANCE | | | | |
| calcular | U.S. Bancorp | | Vision. | wow | Daic Auglish |
| 10114107 | | ment Finance Group | SMMM MA | mm- | TOOC > HAMME |
| DATED | OWNER | | SIGNATURE | | 111.00 |
| CUSTOMER A | CCEPTANCE | | | | |
| | | | 1) -70 | 3 . | CTO |
| S-6 - 07 | Alternative D | istribution | XXXXXXX | <u> </u> | L-16 |
| ATED | CUSTOMER | | SIGNATURE | | TITLE |
| | | | | | |
| GUARANTY | en in enter min the Armement | the understand ("Loui") seconditions | w jornily and covernily nareonally a | uzantees that the customer will | make all payments and meet all obligations required under |
| roement and any suppleme | onte fully and promptly. You ag | ree that we may make other arranger | nents including complomise of vesses | Meur auth fus chateuser aus Ann i | wave or accordance with the default provision of the Agreemen |
| ponsible for the payment o | and obligations of this Agreemen | a, We do not have to notey you it the | pustorner is in detail. If the customs | tonally to enforce this outstanty | unit emposity concent to the fundaction of the court set of |
| agraph 15 and agree to pa | ay all costs, including attorneys lurgau reports for credit and coll | tocs incrused to emblocuscut or this & | sammity. It is not necessary for us to | proceed linst against the customs | er before enforcing this guaranty. By signing this guaranty, |
| | | [] | | | |
| | | 1. | X | | • |
| PRINT NAME OF GUAR | ANTOR | | SIGNATURE | | DATED |
| | OF DELIVERY | | | | |
| | 4 1/24 | shed, that delivery and installation has | been fully completed and satisfacto | ry. Further, all conditions and ter | rms of this Agreement have been reviewed and acknowled |
| on your signing below, you | it promises herein will be itteve | cable and unconditional in all respects | You understand and agree that we sted below of our outchase of the en | o have purchased the equipment gipment from the supplier is a cor | if from the supplier, and you may contact the above supplied adding precedent to the effectiveness of this agreement. |
| e meriding rights, which we | | | 11 1000 | | (100 |
| S-6-07 | Alternative Di | istribution | XXXXX | - | (L C) |
| DATE OF DELIVERY | CUSTOMER | | SIGNATURE | | TITLE |

- 1. AGREEMENT: You agree to rent from us the personal property described under "TTEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time aigned by you and us (such property and any supplements, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement agreement agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rank commencement date and will continue from the that day of the following month to the number of consecutive months whom. The term will be extended assumptionally for successive 12 month terms untest you send us written notion you do not want it renowed at least nanety (50) days before the end of any term. If any provision of this Agreement is declared unenterceable in any junisduction, the other provisions herein shall remain in full force and effect in that purposition and all others.
- 2. RENT: Run will be payable in insulaments, each in the amount of the basic rental payment shown plus any applicable sales tor, use tax, plus 1/12th of the amount estimated by us to be personal properly tax on the Equipment for each year of this Agreement. You will pay the occurrity deposit on the date you sign this Agreement. Shown beginning after the first certal payment period. The rent payable to the month of rent commercement shall be presented from pour test forth above. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement is the ovenit this Agreement is not evenit this Agreement and the completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your chock is returned for nonpayment, a \$20.00 bad check charge will be assessed.
- 3. USE, REPAIR, SUPPLIES AND MAINTENANCE: We are responsible for installing and keeping the Equipment in good wording order. You are responsible for protecting the Equipment from damage except for ordinary west and text. If the equipment is damaged, you agree to continue to pay the Rental Payment and the Additional Copy Charges. This Agreement covers labor, metastrists and durins for edupationars, preventables manufactures to an rebuilds as necessitated by normal use of the mental repairs. The use of unasthorated parts, components, modifications or personnel to affect repairs or charges which result in a service call or market entry to be billable to you. Original Equipment Manufacturer (TO.E.M., TO opera are designed to give excellent performance with O.E.M. products, including any copy paper, charactis, toner and devotage. In the event that you use other than O.E.M. supplies, and it such supplies so detective or not adoptate to ruse in sold markine, causing abnormally frequent derived cats or some problems: then at our option, the required in the space of the supplies including store, developer, toner collection builties, and alticone all. Excluded are those supplies considered optional, such as, but not irrated to paper, irransparencies, stapies and tables. Toner required in excess of manufacturers yield may be billable to you. Any and all supplies delivered as a part of this Agreement remain the property of these property of the supplies delivered or that purples will be manufacturer yield on made by comparison of intert readings to supplies delivered. You agree to provide suitable space effectived services for the operation of the providing suggested disk price. Determination of this Agreement in the operation of the providing suggested disk price. Determination of this Agreement in the operation of the providing suggested disk price. Determination of this Agreement in the operation of the providing suggested disk price. Determination of this Agreement in the operation of the providing suggested disk price
- OWNERSHIP OF EQUIPMENT: We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all tiens and clears.
- LOCATION OF EQUIPAENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a callon we specify at your expense, in retail resistable condition, full working order, and in complete repeix.
- 6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or demage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly rightly us in entiring of any loss or damage and you will then pay to us the present value of the total of all impost rental payments for the full rented term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at air percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
- 7. COLLATERAL PROTECTION AND INSURANCE You ogive to keep the equipment fully insured against loss with us as loss payee in an amount not less then replacement out until this Agreement is terminated. You also egize to obtain a general public subsity insurance policy from amono who is acceptable to us, before this Agreement begins or, we will entit you in our property damage coverage program and bit you is property damage suchange as a result of our increased administration costs and credit risk. As long as you are current at the time of the loss deciding losses resulting from each of God, the replacement value of the applicid against any loss or damage as per paragraph 6. You must be outened to benefit from the property damage suchange program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.
- 6 INDEMINITY: We are not responsible for any loss or injuries caused by the restallation or use of the equipment. You agree to notif us harmless and remburile us for loss and to defend us against any claim for losses or injury
- 9. TAXES AND FEES: You agree to pay when due of laters (including personal property tax, fines and penalties) retaining to this Agreement or the Equipment. If we pay any of the above for you, you agree to retirminate us and to pay us a processing lee for each payment we make on your behalf. You also agree to pay us any faing fees prescribed by the Unform Commercial Code or other law and remitures us for all costs involved in completing this transaction. You further agree to pay us \$59.50 on the date the first rental payment is due to cover the expense of originating the Agreement. If the total sum of the payments exceeds \$75,000, the origination fee will be \$79.50.
- TO ASSIGNMENT: YOU HAVE NO RIGHT TO SELL TRANSPER, ASSIGN OR SUBLEASE THE ECUIPMENT OR THIS AGREEMENT. We may set, assign, or transfer this Agreement without notice. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set alls that you may have against up
- 11 DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you beest any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you give to pay a late charge of 15% of the payment which is take or if less, the mountum charge aboved by law. If you are even in default, we may retain your security depost and at our option, we can removate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (decounted at 6%); (2) the amount of any purchase option and it none is specified, 20% of the original equipment cost which represents our enticipated residual value in the equipment. (3) and return the requirement to us to a cost of the return default of the represents our enticipated residual value in the equipment. (3) and minum the equipment to us to a location designated by us. We may recover interest on any unpoid balance at the rate of 8% per annum. We may also use any of the return the residual of the return of the rate of 8% per annum. We may also use any of the return the return to any unpoid balance at the rate of 8% per annum. We may also use any of the return the return to the rate of 8% per annum. We may also use any of the return the return that the second return to take possession. The net proceeds of the sale of any repossession of the captured was be created against what you owe us unter this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY COESCUENTIAL CRI INCOENTAL DAMAGES FOR ANY OFFAULT BY US LURGER THIS AGREEMENT. You agree that any other of the solution of the second return our nights under this Agreement and you waive customer's ogtts under Anced 2A (508-522) of the UCC.
- 12 UCC FILINGS: You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
- 13. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set to this above. If all condains herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of this equipment in accordance with paragraph 6.
- 14. LAW. This Agreement will be deemed fully executed and performed in the State of Minnesota upon signing by the Owner and will be governed by and constitued in accordance with Minnesota law. You expressly consent to jurisdiction and venue of any state or federal court in the State of Minnesota and waive right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. You waive right of defense of
- 15 COST ADJUSTMENTS. At the end of the first year of thes Agreement and once each successive twelve month period we may increase the cost of the C-P-C Payment
- LPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR COPY VOLUME AND PROFOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS
- 17 TRANSITION DILLING: In order to facilitate an orderly transition, including installation and braining, and to provide a uniform being cycle, the "Effective Date" of this Agreement will be the twenty-filth (25th) day of the month following installation. Ourstoner agrees to pay a provided emount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment provided on a 30 day collection month and will be added to the Customer's first invoice.

- FOR MUNICIPALITIES ONLY

 10.A. CUSTONER COVENANTS: the Customer coverants and warrans that (1) it has, in accordance with its trequirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to ment its other obligations under the Agreement and seach funds have not been expended for other plantage or competent junkdown, state or lederal or bolices any public board or body, which is any way would (a) restrain or enjoin the detivery of the Agreement and seach funds have not been expended for other plantage or an existing support of the public board or body, which is any way would (a) restrain or enjoin the detivery of the Agreement, or (c) customer to make the payments (a) the ability of the Customer to make the spended or seal and authority for the existing or investigation; and

 (3) That the equipment will be operated and controlled by the Customer and will be used for one search of existing the existing or investigation; exceed as specifically determed in a letter appended herefor.

 (3) That the equipment will be operated and controlled by the Customer and will be used for one proportion, exceed as specifically determed in a letter appended herefor.

 (3) That the equipment will be interested and controlled by the Customer and will be used for one proportion, exceed as a pecifically determed in a letter appended herefor.

 (3) That the equipment will be interested and be used for one appropriation of the Agreement of the Agreement.

 (3) That the equipment will be interested by the ordinarity payment exceeds \$1,200 warrants that herefor in a letter appended herefor.

 (4) Customer has a proportioned for the governing body of Customer supporting execution in the fully content and the power and authorization of the Equipment the operation has been in accordance with all applicable open meeting laws; and stat a resolution of the governing body of Customer supporting execution in the Equipment will be governed to a facility of the custome

ADSLOSIETICS

| BUYOUT.01 | Buyout Quote Ma | intenance | 10/15/2009 |
|------------------------|--------------------|------------------------|--|
| Buyout Type: 50 - BEFG | REG BO WITH EQU | Quote Type: 66 - VENI | OOR QUOTE ONLY - |
| Contract 500-0114705 | -000 Quote 12 | Pre-Tax Yield. 0.0 | 00 |
| ADS LOGISTICS LLC | | Equipment Cost | 2,754.02 |
| Buyout Dte 10/15/2009 | Mthd Ef/Yield | Buyout Percent 100.0 | 000 |
| Commencemt 06/25/2007 | Term 06/25/2010 | Net Investment | 1,125.86 |
| Num Pymts. 25.18 | Times Delin 7 | Dealer Name MCSHANES | 5 |
| Dealer 236489.0000 | | | |
| * | Multiple Contracts | * Program Type BUNDLIN | IG W/VALUE FMT |
| 01) Receivable Bal* | 1,054.53 13 |) Ending Deposit (| 0.00) |
| 02) Unearned Finance* | 0.00 14 | * Addl Buyout Amts | 0.00 |
| 03) Daily Finance* | 0.00 | Total Buyout | رموا 1,921.54 |
| 04) Residual* | |) Quote Data | 1,921.54 less (127.84) - ruturg, maint. |
| 05) Daily Residual* | |) Contract Info | (127.87) maint. |
| 06) Unearned IDC* | |) Message History | |
| 07) Invest Tax Credit* | | * Blended Income Data. | #179377 |
| 08* Sales Tax | |) Asset Information | \$1,793.70 |
| 09) Miscellaneous | 199.55 21 | * Rental/Late Chrgs | |
| 10) Late Charges | | * Combined Quote | |
| 11) Fees | | | |
| 12) Security Deposit (| | | |
| Selection | · | | |
| | | | |

BUYOUT.MISC Miscellaneous Quote Maintenance Miscellaneous Summary

10/15/2009

Contract 500-0114705-000

| Seq | Description | Due Date | Amount Due |
|-----|---------------|------------|-------------|
| | | | |
| 001 | *MAINTENANCE* | 08/25/2009 | 13.05 |
| 002 | PROP DAMAGE | 08/25/2009 | 8.90 |
| 003 | *MAINTENANCE* | 09/25/2009 | 15.98 |
| 004 | PROP DAMAGE | 09/25/2009 | 8.90 |
| 005 | *MAINTENANCE* | 10/25/2009 | 15.98 |
| 006 | PROP DAMAGE | 10/25/2009 | 8.90 |
| 007 | *MAINTENANCE* | 10/25/2009 | 127.84 (-) |

End of File.

Selection

Date: 10/15/2009 Time: 11:31:46 AM

Usbancorp

Office Equipment Finance Services 1310 Madnd St., Ste. 101 Marshall, MN 56258 Fax: 800,328,9092





Supplier



1844 45th Street, Munster, IN 48321 Phone: 219,924.1400 Fax; 219 924.9208

Comprehensive CPC Program

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to U.S. Bancorp Rusiness Englowent Finance Group. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

| siness Equipment Fir | ance Group, E | very attempt has been made to | eliminate confusing languag | e and create a simple, eas | y-to-read document. |
|---|--|---|--|---|---|
| USTOMER INFO | RMATION | | | | |
| ULL LEGAL NAME | | | STREET ADDRESS | | |
| DS Logistics LLC DBA | Area Transportat | | 9200 Calumet Avenue S | | |
| ITY | STATE | ZIP 46331 | PHONE 210 836 3000 | FEDERAL | TAX I.D # |
| Nunster | iN . | 46321 | 219-836-3900 | | |
| ILLING NAME (IF DIFFERENT | FROM ABOVE) | | SILLING STREET ADDRESS | | |
| т | STATE | ZIP | EWAIL | | |
| QUIPMENT LOCATION (IF DI | | VET . | | | • |
| 7800 Lemoyne Rd Ste | | | | SERIAL NO | STARTING METER |
| MAKE/MODEL NO |)./ACCESSOR | RIES | | SERIAL NO. 90231010 | 200 |
| Muratec FAXF1430D | | | | 30231010 | 200 |
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| | | | | | Ti i III |
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| RENTAL TERMS | | RENTAL PAY | MENT AMOUNT | SECU | RITY DEPOSIT |
| erm in Months | | 36 Paymen | 177.75 | | |
| | | | cable Taxes) | | 0 |
| Thirty-six | | | Period is Monthly | \$ | |
| (mos.) | | | wise Indicated | | s Applicable Taxes) |
| Payment in | cludes 1500 B&\ | W copies per month | Overage | s billed quarterly at \$.01 | 4 per B&W copy |
| Payment In | cludes N/A Colo | or copies per month | Overage | s billed quarterly at \$N/A | per Color copy |
| | | RREVOCABLE AGREEME | NT, THIS AGREEMENT | CANNOT BE CANCEL | ED OR TERMINATED. |
| OWNER ACCEPT | | | | | |
| | U.S. Bancorp | | Clark | De all | GO BOLM |
| 6-24-01 | Business Equip | oment Finance Group | Auguni | NU | ME JOUCH CO |
| DATED | OWNER | SIGNA | TURE 0 | III | I LE |
| CUSTOMER ACC | EPTANCE | | | | |
| r 20.07 | ADC Laniation L | X | Mary my North | | UP/Gen Morr |
| 6-20-07 DATED | ADS Logistics LI | SIGNA | TURE TURE | 7 | TIE TOUT IT IT |
| | Judi Office | U.O.I. | | · · · · · · · · · · · · · · · · · · · | |
| GUARANTY additional inducement for us to | enter unto the Agreement | the undersigned ('you') unconditionally, joint | y and severally, personally guarantees | that the customer will make all paymer | nts and meet all obligations required under the |
| reament and any supplements fu | My and promptly You ag | pres that we may make other arrangements in | cluding compromise or settlement with the restormer defaults. | ne customer and you wilve su determit wou will immediately pay in accordance | e with the datasit provision of the Agraciment at |
| ms due under the terms of the A regraph 15 and agree to pay all o | greement and will perfor costs, including altorneys | m all the obligations of the Agreement. If it is fees incurred in enforcement of this guaranty | | | onsent to the jurisdiction of the court set out in ng this guaranty. By signing this guaranty, you |
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- 1. AGREGIMENT: You agree to nent from us the personal property described under "TEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such proper upgrades, replacements, repairs and additions retend to as "Equipment") for business purposes only. You agree to all of the terms and conductors contained in itsis Agreement and any supplement, which together are statement of our Agreement page only the fixed equipment ("Agreement") and supersodes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of part This Agreement becomes valid upon execution by us and will begin on this rend commissionment date continue from the first day of the following month for the number of contains shown. The rend was becomed to supplement and the state of the following month for the number of contains shown in the state of the following month for the number of contains shown in the state of the following month for the number of contains shown in the state of the following month for the number of contains shown in the state of the following month for the number of contains shown in the state of the following month for the number of contains shown in the state of the following month for the number of contains shown in the state of the following month for the number of contains shown in the state of the following month for the number of the following month for the number of the following month for t
- 2. RENT. Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security depost on the date you sign this Agreement. Subsequent inspirments will be payable on the titled day of each rental payment period. The rent payable for the month of rent commissionment shell be prorated from the monthly rental amount set forth above. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. So not lably completed, the security depost will be retained by us to compensate us for our documentation processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bed check charge will be assessed.
- S. USE, REPAIR, SUPPLIES AND MAINTENANCE. We are responsible for installing and keeping the Equipment in good working order. You are responsible for protecting the Equipment from damage except for cridinary wear and sum. If the opaphment is damaged, you space to continue to pay the Rental Payment and the Additional Copy Charges. This Agreement covers befor, mistenais and drums for adjustments, repairs, modifications or personnal to affect repairs or changes which result in a service call or excessive service calls may be batalete to you. Organal Equipment Manneturer (*O.E.M.) Coopiers are designed to give excession genoments, modifications or personnal to affect repairs or changes which result in a service call or excessive service calls may be batalete to you. Organal Equipment Manneturer (*O.E.M.) Coopiers are designed to give excession genoments, modifications or personnal to affect repairs or changes which result in a service call or excessive service calls may be batalete to you. Organal Equipment and developer in the excession excession good to the product of the complete, and if such supplies are defective or mit adoptable for use in said marchina, causing shromesty frequent service calls or service problems: then it is included to page, it is made to page, it is page to the page for pix equipment and unless they are consumed in the above relationed Equipment in the participant of the Agreement. Any such supplies are consumed to you provide a page for pix purpose with the participant of the Agreement. Any such supplies are consumed to provide suitable space decirated are to page for pix in the property of Lessor unled and unless they are consumed in the above relationed Equipment in the page for pix pages of manufacturers yeld may be bataled to you page to a page for page to provide a page for pix purpose with the page for page to page, the manufacturer of the Equipment and the page for page to page to pag
- 4. OWNERSHIP OF EQUIFMENT We see the Owner of the equipment and have sole lide to the equipment (excluding software). You agree to leasy the equipment free and clear of all lions and claims
- 5. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to above it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalizable condition, full working order, and is complain report
- 8. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such toss or damage relieves you from the payment obligations under this Agreement. You agree to promotly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term. It discounted at so percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
- 7 COLLATERAL PROTECTION AND INSURANCE. You agree to keep the equipment suby insured against loss with us as loss payee in on amount not less than replacement cost until this Agreement is laminated. You also agree to obtain a general public listikity insurance policy from anyone who is acceptable to us and to insured on the policy. You agree to provide us certificates or other evidence of insurance ecceptable to us, before this Agreement begins or, we will erroll you in our property damage contains and bill you as those policy to agree to provide us certificates or other evidence of insurance ecceptable to us, before this late of surface and other expectations are current at the time of the loss/excitating losses creating from excitant from exists of Good, the replacement value of the equipment will be appared any loss or damage as put paragraph 6. You must be current to benefit from the property damage surchange program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.
- B. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any distinction bases or injury caused by the Equipment.
- 9 TAXES AND FEES. You agree to pay when due all taxes (including personal property tax, fines and penatises) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to mimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any of the above for you, you agree to pay us any of the above for you, you agree to pay us any of the above for you, you agree to pay us any of the above for you. It was not seen to pay us a processing fee for each payment we make on your behalf. You agree to pay us \$59,50 on the date the limit rental payment is due to cover the expense of originating the Agreement. If the total sum of the payments exceeds \$75,000, the origination fee will be \$70.50.
- 10. ASSIGNMENT YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, We may sea, assign, or transfer this Agreement without notice. You agree that the new Owner will have the same rights and benefits that we have now and will not have to perform any of our collegations. You agree that the nights of the new Owner will not be subject to any claims, defenses, or set offe that you may have against us.
- 11 DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises to the Agreement or any other Agreement with us you will be in default. If any part of a payment is tale, you agree to pay a title charge of 15% of the payment which is late or if lass, the maximum charge aboved by time. If you are even in ordering, we may retain your security deposal and of our option, we can terminate or cancel this Agreement and near payment payment
- 12 UCC FILINGS. You gram us a security interest in the equipment of this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 tinancing statement or smaller instaument, and appoint us your attorney in-face to execute and deliver such instrument, in order to show our interest in the equipment.
- 13 SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to sacisty any amount owed by you in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions hardin are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
- LAW. This Agreement will be desired fully executed and performed in the State of Minnesota upon signing by the Owner and will be governed by and construed in eccontaince with Minnesota taw. You expressly consent to iddition and venue of any state of reterial court in the State of Minnesota and walve right to trial by jury for any claim or action ensuing out of or retaining to this Agreement or the Equipment. You waive right of defense of invention forum.
- 15. COST ADJUSTMENTS; At the end of the first year of this Agreement and once each successive twelve month period we may increase the cost of the C-IP-C Payment
- 16. UPGRADEIDOWNGRADE PROVISION, AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
- 17. TRANSITION BILLING In order to facilitate an orderly transition, including installation and trahing, and to provide a uniform billing cycle, the "Effective Cate" of this Agreement will be the trensty-fifth (25th) day of the month laboving installation. Customer agrees to pay a prorated amount for the parted between the installation date and the Effective Cate. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day defender anothe and will be added to the Customer's first shrotter.

- FOR MUNICIPALITIES DIFFE.

 A. CUSTOMER COVENANTS: the Customer coverents and variants that (1) is last, in accordance with the requisements of law, judy budgeted and apprepriated settlicient brinds for the current budget year to make the popments scheduled to come due and to meet its other obligations under the Agreement and such studies have not been expended for reflect purposes; and (2) that there or no actions, suit, proceeding or investigation perioding, or trinsitioned in law count or conventional or completent judsdiction, state or fed that in before any public board or body, which in any way would (a) restrain or entire that have been expended for completent judsdiction, state or fed that in before any public board or body, which in any way would (a) restrain or entire that have been expended for the action of the fed that in before any public board or body, which in any way would (a) restrain or entire that delivery of the action of the fed that in th

Agreement or the attitude of the Columnary to make as Base Deprement says and above); (b) contest or affect the numberly for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; see is these entry tours for any such account, rust, proceeding or her existence and or execution government outposes and wall to be estimated for the team of the Agreement.

(3) Tout the experiment will be operated and controlled by the Customer and will be used for essential powerment outposes and wall to be estimated in the processing the

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| DATED CUSTOMER | SIGNATURE | 7) | TITLE | |
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| Contract 500-0187511 ADS LOGISTICS LLC Buyout Dte 10/15/2009 Commencemt 02/25/2009 Num Pymts. 4.29 Dealer 236489.0000 * 01) Receivable Bal* 02) Unearned Finance* 03) Daily Finance* 04) Residual* 05) Daily Residual* 06) Unearned IDC* 07) Invest Tax Credit* 08* Sales Tax 09) Miscellaneous 10) Late Charges 11) Fees | Mthd Ef/Yield Term 02/25/2012 Times Delin 7 Private Label N N Multiple Contract 15,442.74 0.00 0.00 3,590.07 0.00 0.00 1,332.29 2,852.77 357.60 0.00 | No ts * 13) 14* 16) 17) 19* 20) 21* | Quote Type: 66 - VENDOR QUOTE ONLY - Pre-Tax Yield. 0.00 Equipment Cost 15,608.98 Buyout Percent 100.000 Net Investment 14,558.55 Dealer Name MCSHANES |) fue int |
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| 12) Security Deposit (Selection | | | | |

BUYOUT.MISC

Miscellaneous Quote Maintenance Miscellaneous Summary 10/15/2009

Contract 500-0187511-000

| Seq | Description | Due Date | Amount Due |
|-----|---------------------|------------|------------|
| | | | |
| 001 | PROP DAMAGE | 06/25/2009 | 58.45 |
| 002 | *MAINTENANCE* | 07/25/2009 | 53.17 |
| 003 | PROP DAMAGE | 07/25/2009 | 58.45 |
| 004 | *MAINTENANCE* | 08/25/2009 | 74.90 |
| 005 | PROP DAMAGE | 08/25/2009 | 58.45 |
| 006 | *MAINTENANCE* | 09/25/2009 | 74.90 |
| 007 | PROP DAMAGE | 09/25/2009 | 58.45 |
| 800 | *MAINTENANCE* | 10/25/2009 | 74.90 |
| 009 | PROP DAMAGE | 10/25/2009 | 58.45 |
| 010 | *MAINTENANCE* | 10/25/2009 | 2,097.20 |
| 011 | YEARLY PROPERTY TAX | 10/25/2009 | 185.45 |

End of File.

Selection

Date: 10/15/2009 Time: 11:35:39 AM

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Feb 11 2009 12:34 Supplier:

P. 02

2004/005



1310 Madrid St., Ste. 101, Marshall, MN 56258 Phone: 800.328.5371 Fax: 800.328.9092 APPLICATION NO.

GONTRACT NO.

Comprehensive CPC Program

McShane's

1844 45th Street Munsler, IN 46321 Phone: 219.924.1400 Fax: 219.924.9208

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1. AGREEMENT: You agree to real from us the personal property assential under "TEM DESCRIPTION" and as modified by supplements to this Manter Agreement from time stopped by you and us (such property and any supplements, replacements, repairs one additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which tagether are it complete substanced or any experiment or contained only by writing agreement and not by course of performance. This Agreement becomes used upon accordance by a end will begin on the not performance authority to the control of the control o

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- 9. TAXES AND FEES: You agree to pay when impliced all taxes (including personal property tax, thes and penalties) and reas relating to this Agreement or the Equipment. You agree to (a) retinatures us ennually for all personal property taxes which we are required to pay 33. Owner of the Equipment or to result to us each month our saturate of the monthly explorated of the straight property taxes to be assessed. We will file all personal property, use or other fax return and you agree to pay us a greeces fee for monthing such image. In addition you agree to pay us a UCC filing fee of \$23,00 and retinatures us for all costs immedia for an expension of the payment according to the fax personal property taxes us to \$75.50 on the case to the first payment it does not an enginetion for the payment suched \$75,000, the origination file will be no greater than \$99,50. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, our-out or details. Any fee charged under this Agreement may include a profit.
- 10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, sestin, or transfer his Agreement, without notice. You agree that it we sail, or transfer his Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our collegations. You agree that the rights of the new Owner will not be subject to any claims, durantees, or set offer that you may have against us.
- 11. CEFAULT AND REMEDIES. If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in this Agreement or any other Agreement with us, you will be in default. If any part of a payment is still, you agree to pay a tax charge of 15% of the payment which is late or if less, his maintain charge slowed by few. If you are ever in desault, we may retain your security expects and it or option, we can terminable or cancel disk agreement and requise deal you say (1) the unput to believe of the Agreement (decounted at 9%). (2) the emount of any purchase option and if name is specified. 20% of the original equipment cout write represents our enricipated recipied value in the equipment of the original equipment of the payment of the original equipment of the control of the original equipment or original equipment original equipment or original equipment or original equipment or original equipment original equipment original equipment original equipment original equipment or original equipment or original equipment under Article 2A (808-522) of the UCC
- 12. UCC FILINGS: You great us a secondy statement in the equipment if the Agreement is desired a secured framework of any you authorize us to record a UCC-1 framework statement or similar instrument, and appoint us your
- 13. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount award by you, in which event you will pramptly restore the security deposit to its full amount as set forth above. If all conditions haven and provided you have not over been in default of the Agreement per paragraph 12. The security deposit with an opposited with and provided you after the rearm of the equipment in accordance with paragraph 6.
- 14. LAWY: This Agreement will be desired fully executed and performed in the State of Managora upon eligible by the Owner and will be governed by and construed in accordance with Managora law. You expressly content to jurisdictors and value of each of any state or federal court in the State of Managora and walve right to tale by jury for any claim or action entaing out of or relating to the Agreement or the Equipment. You wave right of defence of inconventent forum.
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- UPGRADEDOWNSRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR UNGRADING TO ACCOMMODATE YOUR NEEDS.
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FOR MUNICIPALITIES ONLY

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18-A CUSTOMER COVENANTS: You covered and warran unit(1) it help, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meen its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no ection, such, preceding or investigation pending, or increase its steep Payments (as act out above); (b) confect or affect the subhority for the expectation of delivery of, or the validity of, and the rest such action, safe preceding or investigation pending, or increase are ry basts for our such action, safe preceding or investigation; end

(3) That the endpresh will be operated and controlled by you and will be used for essential goodwherein purposes and will be observed by thinking of a result of controlled by you and will be used for essential goodwherein purposes and will be observed by increasing an arrange of the appropriation, accept as preceding or expectations of the fact the subhority for the endpresh will be operated and controlled by you and will be used for essential goodwherein purposes and will be acceptable for the controlled by your and will be used for essential goodwherein purposes and will be observed to the appropriate and controlled by your and propriated to entire an experiment, as a propriation of the fact of the appropriate and controlled by your analyses are an experiment and the appropriate and controlled by the propriate and controlled by your analyses are an experiment to be desired and experiment and the appropriate and controlled by the propriate and

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| DATEO | CUSTOMER | SIGNATURE | TITLE |
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