

United States Bankruptcy Court District of Delaware		PROOF OF CLAIM	
In re (Name of Debtor): <div style="text-align: center; font-size: 1.2em; font-weight: bold;">ADS Logistics, LLC</div>		Case Number: <u>1:09-bk-13101</u> Chapter Number: <u>11</u> Judges Initials: <u>PJW</u>	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>			
Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> US Bancorp Business Equipment Finance Group		<div><input type="checkbox"/> 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.</div> <div><input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in case.</div> <div><input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</div>	
Name and Addresses Where Notices Should be Sent US Bancorp Business Equipment Finance Group Attn: Corporate Attorney 1310 Madrid Street, Suite 100 Marshall, MN 56258			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: See Summary		Check here if this claim: <div><input type="checkbox"/> replace a previously filed claim, dated:</div> <div><input type="checkbox"/> amends a previously filed claim, dated:</div>	
1. BASIS FOR CLAIM: <div><input type="checkbox"/> Goods sold</div> <div><input type="checkbox"/> Services performed</div> <div><input type="checkbox"/> Money loaned</div> <div><input type="checkbox"/> Personal injury/wrongful death</div> <div><input type="checkbox"/> Taxes</div> <div><input checked="" type="checkbox"/> Lease: Equipment Lease (attached)</div> <div><input type="checkbox"/> Other: (Describe briefly)</div>			

THIS SPACE IS FOR
COURT USE ONLY

THIS SPACE IS FOR
COURT USE ONLY

ADS Logistics

00041

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:		<u>\$192,755.48</u>

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 42 - BEFG RENEWAL TRADEUP Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0009514-000 Quote 22 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC Equipment Cost 99,978.74
 Buyout Dte 10/15/2009 Mthd Buyout Percent 100.000
 Commencemt 02/15/2004 Term 02/15/2009 Net Investment 0.00
 Num Pymts. 63.00 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

01) Receivable Bal..	10,347.70	13) Ending Deposit (	0.00)
02) Unearned Finance	0.00	14* Addl Buyout Amts	0.00
03) Daily Finance...	0.00	Total Buyout.....	33,506.32
04) Residual.....	9,997.87	16) Quote Data.....	
05) Amort Est Resid.	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.....	0.00	20) Asset Information	
09) Miscellaneous...	11,424.69	21* Rental/Late Chrgs	
10) Late Charges....	1,736.06	22* Combined Quote	
11) Fees.....	0.00		
12) Security Deposit (	0.00)		

Selection

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

Contract 500-0009514-000

Seq	Description	Due Date	Amount Due
---	-----	-----	-----
001	*MAINTENANCE*	06/15/2009	2,128.69
002	MONTHLY PROPERTY TAX	06/15/2009	27.95
003	MONTHLY PROPERTY TAX	06/15/2009	27.95
004	MONTHLY PROPERTY TAX	06/15/2009	27.95
005	MONTHLY PROPERTY TAX	06/15/2009	27.95
006	MONTHLY PROPERTY TAX	06/15/2009	11.25
007	MONTHLY PROPERTY TAX	06/15/2009	27.95
008	*MAINTENANCE*	07/15/2009	2,128.69
009	MONTHLY PROPERTY TAX	07/15/2009	27.95
010	MONTHLY PROPERTY TAX	07/15/2009	27.95
011	MONTHLY PROPERTY TAX	07/15/2009	27.95
012	MONTHLY PROPERTY TAX	07/15/2009	27.95
013	MONTHLY PROPERTY TAX	07/15/2009	11.25
014	MONTHLY PROPERTY TAX	07/15/2009	27.95

More...

Selection

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

Contract 500-0009514-000

Seq	Description	Due Date	Amount Due
---	-----	-----	-----
015	*MAINTENANCE*	08/15/2009	2,128.69
016	MONTHLY PROPERTY TAX	08/15/2009	27.95
017	MONTHLY PROPERTY TAX	08/15/2009	27.95
018	MONTHLY PROPERTY TAX	08/15/2009	27.95
019	MONTHLY PROPERTY TAX	08/15/2009	27.95
020	MONTHLY PROPERTY TAX	08/15/2009	11.25

021	MONTHLY PROPERTY TAX	08/15/2009	27.95
022	*MAINTENANCE*	09/15/2009	2,130.56
023	MONTHLY PROPERTY TAX	09/15/2009	27.95
024	MONTHLY PROPERTY TAX	09/15/2009	11.25
025	MONTHLY PROPERTY TAX	09/15/2009	27.95
026	MONTHLY PROPERTY TAX	09/15/2009	27.95
027	MONTHLY PROPERTY TAX	09/15/2009	27.95
028	MONTHLY PROPERTY TAX	09/15/2009	11.25

More...

Selection

BUYOUT.MISC

Miscellaneous Quote Maintenance
Miscellaneous Summary

10/15/2009

Contract 500-0009514-000

Seq	Description	Due Date	Amount Due
---	-----	-----	-----
029	MONTHLY PROPERTY TAX	09/15/2009	27.95
030	*MAINTENANCE*	10/15/2009	2,130.56
031	MONTHLY PROPERTY TAX	10/15/2009	27.95
032	MONTHLY PROPERTY TAX	10/15/2009	11.25
033	MONTHLY PROPERTY TAX	10/15/2009	27.95
034	MONTHLY PROPERTY TAX	10/15/2009	27.95
035	MONTHLY PROPERTY TAX	10/15/2009	27.95
036	MONTHLY PROPERTY TAX	10/15/2009	11.25
037	MONTHLY PROPERTY TAX	10/15/2009	27.95

End of File.

Selection



Office Equipment
Finance Services

1310 Madrid St., Ste. 101
Marshall, MN 56268
Fax: 800 328.9092

AGREEMENT NUMBER
173804
500-9514
Cost-Per-Print Agreement

Supplier:



FEB 24 2004
11255 Kirkland Way, Ste 3000
Kirkland, WA 98033
Phone: 425.822.6130
Fax: 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.

CUSTOMER INFORMATION

FULL LEGAL NAME ADS Logistics LLC			STREET ADDRESS 935 W 175 th St	
CITY Homewood	STATE IL	ZIP 60430	PHONE 708-799-4990	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) SAME			BILLING STREET ADDRESS	
CITY	STATE	ZIP	FEDERAL TAX I.D.#	E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

See location list

EQUIPMENT WITH INDEPENDENT MINIMUMS

Make/Model/Accessories	Serial #	Cost-per-Print*	Minimum	Starting Meter
1				
2				
3				

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Make/Model/Accessories	Serial #	Starting Meter
1 (8) HP LaserJet 4100MFP		
2		
3		
4		

Cost-per-Print* 04473105263 Monthly Minimum Number of Prints 76,000 *plus applicable taxes

TERM AND PAYMENT SCHEDULE

Number of Months 60 Security Deposit \$ zero (plus applicable taxes)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

2/24/04 U.S. Bancorp
DATED OWNER Business Equipment Finance Group
SIGNATURE Sr Docs Analyst

CUSTOMER ACCEPTANCE

ADS Logistics LLC
DATED CUSTOMER
SIGNATURE Vice President

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately 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 necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

CUSTOMER SIGNATURE DATED

DELIVERY GUARANTY

You understand and agree that in the event you are not satisfied with the Equipment you shall only look to persons other than U.S. Bancorp Business Equipment Finance Group, such as the manufacturer, installer or carrier, and shall not assert against U.S. Bancorp Business Equipment Finance Group any claim or defense that you may have with reference to the equipment or its installation. Further, you authorize U.S. Bancorp Business Equipment Finance Group to pay the supplier for the equipment and understand that payments shall begin on the same date the you execute this agreement and shall be continuous thereafter per the terms of the contract.

2/10/04 ADS Logistics LLC
DATE OF DELIVERY CUSTOMER SIGNATURE TITLE

(see attached)

FEB 24 2004

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 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 supercedes 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 interim rent for the use of the equipment prior to the due date of the first payment. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days elapsing 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 lump 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 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 replacement, drums 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 title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens 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 MERCHANTABILITY. 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 resalable 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 (6%) 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 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 enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs 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 reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing 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 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, except those outlined 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 specified, 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 remedies 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 attorney's 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. IT 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 attorney-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 adjudged 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 having jurisdiction over the Customer or assets 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 so elected by Owner in relation to such matters. You waive trial 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 CANCELLATION, 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 ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, SECTIONS 508 THROUGH 522.

ADS Logistics LLC

DATED

CUSTOMER

SIGNATURE

TITLE

16825 - 09/23/2003

X

John A. Sun

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. AGREEMENT.

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%.

<p>"USB" US Bancorp</p> <p>By: X <u><i>[Signature]</i></u></p> <p>Name: <u>Sr Dps Analyst</u></p> <p>Title: _____</p>	<p>"Client" <u>ADS Logistics, LLC.</u></p> <p>By: X <u><i>[Signature]</i></u></p> <p>Name: <u>Patrick G. Sullivan</u></p> <p>Title: <u>Vice President</u></p>
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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-2/10/04

Date of Delivery

ADS Logistics LLC

Customer

X 

Signature:

X Chief Information Officer

Title:

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 42 - BEFG RENEWAL TRADEUP Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0009514-001 Quote 13 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC 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 172.51
 Num Pymts. 49.00 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

01) Receivable Bal..	862.55	13) Ending Deposit (	0.00)
02) Unearned Finance	0.00	14* Addl Buyout Amts	0.00
03) Daily Finance...	0.00	Total Buyout.....	2,498.36
04) Residual.....	690.04	16) Quote Data.....	
05) Amort Est Resid.	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.....	0.00	20) Asset Information	
09) Miscellaneous...	813.05	21* Rental/Late Chrgs	
10) Late Charges....	132.72	22* Combined Quote	
11) Fees.....	0.00		
12) Security Deposit (	0.00)		

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 Contract 500-0009514-001

Seq	Description	Due Date	Amount Due
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001	*MAINTENANCE*	06/15/2009	147.18
002	MONTHLY PROPERTY TAX	06/15/2009	15.43
003	*MAINTENANCE*	07/15/2009	147.18
004	MONTHLY PROPERTY TAX	07/15/2009	15.43
005	*MAINTENANCE*	08/15/2009	147.18
006	MONTHLY PROPERTY TAX	08/15/2009	15.43
007	*MAINTENANCE*	09/15/2009	147.18
008	MONTHLY PROPERTY TAX	09/15/2009	15.43
009	*MAINTENANCE*	10/15/2009	147.18
010	MONTHLY PROPERTY TAX	10/15/2009	15.43

End of File.

Selection



Office Equipment
Finance Services

SUPPLEMENT NO.

496217

9511-001

AGREEMENT NO.

173804

9514-000

CPP Master Supplement

APR 13 2005



print financial

Full Legal Name: ADS Logistics LLC

Address: 9200 Calumet Avenue, Suite N300, Munster, IN 46321

Phone: (708) 799-4990

Fax:

DBA:

Billing Address: 935 W. 175th Street, Homewood, IL 60430

EQUIPMENT ADDED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
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1. (1) HP LaserJet 4345xMFP

2.

3.

4.

EQUIPMENT DELETED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
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1.

2.

3.

4.

ADJUST CONSOLIDATED BILLING OPTION:

Cost Per Print

\$0.053277

Guaranteed Monthly Minimum

67,000

ADJUST ITEMIZED BILLING OPTION:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
------------------------	----------	----------------	----------------------------

1.

2.

3.

4.

METER READINGS VERIFIED QUARTERLY

TERM:

- ☐ MOS. Balance of applicable term. Termination date of this supplement coincides with the termination date set forth in the Cost Per Print Agreement or previous supplement (as applicable).
- ☐ MOS. New term for all equipment which begins upon signature and acceptance by owner and will supercede the term on the original Agreement.
- ☒ 48 MOS. New term for all equipment referenced above only. Such term begins upon supplement endorsement and acceptance by Owner. The term of the original Agreement shall remain in full effect for the remaining original equipment.

TERMS AND CONDITIONS:

You have requested this supplement to the Cost Per Print Agreement (or supplement) as set forth above. You agree that this supplement is an addition to the original Cost Per Print Agreement and any subsequent supplements referenced above. Except for the specific provisions set forth above, the original terms and conditions set 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 OF DELIVERY:

YOU HEREBY ACKNOWLEDGE THAT THE EQUIPMENT SET FORTH ABOVE HAS BEEN RECEIVED, HAS BEEN PUT IN USE, IS IN GOOD WORKING ORDER AND IS SATISFACTORY AND ACCEPTABLE. INITIAL METER READING: UNIT 1: _____ UNIT 2: _____ UNIT 3: _____

Signature: X

Date: 3/31/05 4/22/05 (attached)

Print Name: Ronald M. Cohan

For: ADS Logistics

CUSTOMER ACCEPTANCE:

Print Name: Ronald M. Cohan

Signature: X Title: CIO

Date: 3/31/05

For: ADS Logistics

OWNER ACCEPTANCE:

Print Name:

Signature:

Date: 4/25/05

For: U.S. Bancorp Business Equipment Finance Group

16985 - 05/19/2004

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

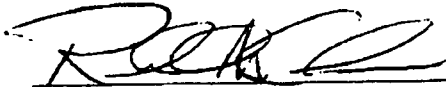
B) That we, US Bancorp Business Equipment Finance Services, are authorized to purchase the Equipment and start billing you under the CPP Master Agreement.

Agreement Number: 496217

Installation Date: April 13, 2005

ADS Logistics LLC

Customer Name



Authorized Signature

CIO

Title

4/22/05

Date

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0009514-002 Quote 1 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC Equipment Cost 32,617.62
 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

01) Receivable Bal...*	9,589.58	13) Ending Deposit (	0.00)
02) Unearned Finance*	0.00	14* Addl Buyout Amts	0.00
03) Daily Finance...*	0.00	Total Buyout.....	28,859.05
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		
12) Security Deposit (	0.00)		

Selection

(6261.21) - Future maint
\$22,597.84

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

Contract 500-0009514-002

Seq	Description	Due Date	Amount Due
001	*MAINTENANCE*	06/15/2009	695.69
002	MONTHLY PROPERTY TAX	06/15/2009	5.20
003	MONTHLY PROPERTY TAX	06/15/2009	12.71
004	MONTHLY PROPERTY TAX	06/15/2009	9.62
005	MONTHLY PROPERTY TAX	06/15/2009	20.58
006	MONTHLY PROPERTY TAX	06/15/2009	3.87
007	*MAINTENANCE*	07/15/2009	695.69
008	MONTHLY PROPERTY TAX	07/15/2009	5.20
009	MONTHLY PROPERTY TAX	07/15/2009	12.71
010	MONTHLY PROPERTY TAX	07/15/2009	9.62
011	MONTHLY PROPERTY TAX	07/15/2009	20.58
012	MONTHLY PROPERTY TAX	07/15/2009	3.87
013	*MAINTENANCE*	08/15/2009	695.69
014	MONTHLY PROPERTY TAX	08/15/2009	5.20

More...

Selection

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

Contract 500-0009514-002

Seq	Description	Due Date	Amount Due
015	MONTHLY PROPERTY TAX	08/15/2009	12.71
016	MONTHLY PROPERTY TAX	08/15/2009	9.62
017	MONTHLY PROPERTY TAX	08/15/2009	20.58
018	MONTHLY PROPERTY TAX	08/15/2009	3.87
019	*MAINTENANCE*	09/15/2009	695.69
020	MONTHLY PROPERTY TAX	09/15/2009	5.20

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

More...

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
Contract 500-0009514-002

Seq	Description	Due Date	Amount Due
---	-----	-----	-----
029	MONTHLY PROPERTY TAX	10/15/2009	20.58
030	MONTHLY PROPERTY TAX	10/15/2009	3.87
031	*MAINTENANCE*	10/15/2009	6,261.21

End of File.

Selection

JUN 10 2005

Office Equipment
Finance ServicesSUPPLEMENT NO.
504629
9514-002AGREEMENT NO.
773804
9514-002

CPP Master Supplement



Full Legal Name: ADS Logistics LLC

Address: 935 W. 175th Street, Homewood, IL 60430

Phone: (706) 799-4990

Fax:

DBA:

Billing Address: See Attached Location List

EQUIPMENT ADDED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1. (3) HP LaserJet 8100N			
2. (1) HP LaserJet 4345xMFP			
3. (1) HP LaserJet 4345MFP			
4.			

EQUIPMENT DELETED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1.			
2.			
3.			
4.			

ADJUST CONSOLIDATED BILLING OPTION:

Cost Per Print	Guaranteed Monthly Minimum
\$0.061038	77,000

ADJUST ITEMIZED BILLING OPTION:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1.			
2.			
3.			
4.			

METER READINGS VERIFIED QUARTERLY

TERM:

- ___ mos. Balance of applicable term. Termination date of this supplement coincides with the termination date set forth in the Cost Per Print Agreement or previous supplement (as applicable).
- ___ mos. New term for all equipment which begins upon signature and acceptance by owner and will supercede the term on the original Agreement.
- 60 mos. New term for all equipment referenced above only. Such term begins upon supplement endorsement and acceptance by Owner. The term of the original Agreement shall remain in full effect for the remaining original equipment.

TERMS AND CONDITIONS:

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Signature: X

Date: 7/15/05 See attached

Print Name:

For:

CUSTOMER ACCEPTANCE:

Print Name: Ronald M. Cohan Signature: X [Signature] Title: CIO

Date: 5/31/05 For: ADS Logistics, LLC

OWNER ACCEPTANCE:

Print Name:

Signature: [Signature]Date: 7/18/05

For: U.S. Bancorp Business Equipment Finance Group

16985 - 05/19/2004

Print, Inc Customer Location & Equipment List

Rep Name: Ryan Staley
 Customer Name: ADS Logistics LLC
 Number of Locations: 4

Order Processor: Andrea Della Maggiore
 Contract Number: 504629
 Date: May, 2005

Location Name: ADS Logistics LLC
 Address: 2515 South Holt Road
 City, State, Zip: Indianapolis, IN 46241
 Phone: (317) 486-9177
 Contact: _____
 Sched A: (1) HP LaserJet 8100N
(1) HP LaserJet 4345xMFP
 Sched B: HP LaserJet 5SI
HP LaserJet 5P
HP LaserJet 4SI
HP LaserJet 5

Location Name: ADS Logistics LLC
 Address: 725 George Nelson Drive
 City, State, Zip: Portage, IN 46368
 Phone: (219) 787-5015
 Contact: _____
 Sched A: (1) HP LaserJet 8100N
 Sched B: N/A

Location Name: ADS Logistics LLC
 Address: 1745 165th Street
 City, State, Zip: Hammond, IN 46320
 Phone: (219) 931-4259
 Contact: _____
 Sched A: (1) HP LaserJet 8100N
(1) HP LaserJet 4345MFP
 Sched B: (1) HP LaserJet 5

Location Name: ADS Logistics LLC
 Address: 3400 W. 43rd Street
 City, State, Zip: Chicago, IL 60632
 Phone: (773) 254-8514
 Contact: _____
 Sched A: N/A
 Sched B: (3) HP LaserJet 1200
(1) HP LaserJet 2100

Client Signature




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 LaserJet 4345xMFP
	Hammond, IN	(1) HP LaserJet 8100N
		(1) HP LaserJet 4345MFP
	Portage, IN	(1) HP LaserJet 8100N

ADS Logistics LLC

Customer Name



Authorized Signature

CIO

Title

7/15/2005

Date

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0009514-003 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 Contracts * Program Type BUNDLING W/CPC FORMAT

01) Receivable Bal...*	12,945.87	13) Ending Deposit (	0.00)
02) Unearned Finance*	0.00	14* Addl Buyout Amts	0.00
03) Daily Finance...*	0.00	Total Buyout.....	33,952.96
04) Residual.....*	6,751.87	16) Quote Data.....	(9,970.72) <i>less future maint.</i>
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.	<u>\$23,982.24</u>
08* Sales Tax.....	650.12	20) Asset Information	
09) Miscellaneous...	13,099.67	21* Rental/Late Chrgs	
10) Late Charges....	505.43	22* Combined Quote	
11) Fees.....	0.00		
12) Security Deposit (	0.00)		

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 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
008	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 (E)

End of File.

Selection



Office Equipment
Finance Services

SUPPLEMENT NO.
580716

9514-003

AGREEMENT NO.
9514

CPP Master Supplement



JAN 16 2006

print financial

Full Legal Name: ADS Logistics LLC

Address: See Attached Schedule A

Phone: 708-799-4990

Fax:

DBA:

Billing Address: 935 W 175th Street, Homewood, IL 60430

EQUIPMENT ADDED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
------------------------	----------	----------------	----------------------------

1. See Attached Schedule A

2.

3.

4.

EQUIPMENT DELETED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
------------------------	----------	----------------	----------------------------

1.

2.

3.

4.

ADJUST CONSOLIDATED BILLING OPTION:

Cost Per Print

\$0.061132

Guaranteed Monthly Minimum

95,040

ADJUST ITEMIZED BILLING OPTION:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
------------------------	----------	----------------	----------------------------

1.

2.

3.

4.

METER READINGS VERIFIED QUARTERLY

TERM:

 MOS. Balance of applicable term. Termination date of this supplement coincides with the termination date set forth in the Cost Per Print Agreement or previous supplement (as applicable).

 MOS. New term for all equipment which begins upon signature and acceptance by owner and will supercede the term on the original Agreement.

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ACCEPTANCE OF DELIVERY:

YOU HEREBY ACKNOWLEDGE THAT THE EQUIPMENT SET FORTH ABOVE HAS BEEN RECEIVED, HAS BEEN PUT IN USE, IS IN GOOD WORKING ORDER AND IS SATISFACTORY AND ACCEPTABLE. INITIAL METER READING: UNIT 1: UNIT 2: UNIT 3: .

Signature: **X**

Date: 2/1/06 (see attached)

Print Name:

For:

CUSTOMER ACCEPTANCE:

Print Name: Ronald M. Cohan Signature: X [Signature] Title: CFO

Date: 12/28/05

For: ADS Logistics, LLC

OWNER ACCEPTANCE:

Print Name:

Signature: [Signature]

Date: 2/3/06

For: U.S. Bancorp Business Equipment Finance Group

SCHEDULE A
By and Between
US Bancorp and ADS Logistics LLC
Dated December, 2005
Agreement Number 580718

JAN 19 2006

NEW EQUIPMENT ITEM DESCRIPTION LIST

Location Name Chicago
Address 3400 West 43rd Street

City, State, Zip Chicago, IL 60632
Phone 773-254-8514
Contact _____
Assets _____

QTY	Description
<u>1</u>	<u>HP LaserJet 5</u>

Location Name Munster
Address 9200 Calumet Avenue
Suite N 300

City, State, Zip Munster, IN 46321
Phone 708-799-4990
Contact _____
Assets _____

QTY	Description
<u>3</u>	<u>HP LaserJet 5</u>
<u>1</u>	<u>HP LaserJet 4345xMFP</u>

Location Name Macedonia
Address 8191 Roll & Hold Parkway

City, State, Zip Macedonia, OH 44056
Phone 330-488-2227
Contact Jorge Arroyave
Assets _____

QTY	Description
<u>1</u>	<u>HP LaserJet 4345xMFP</u>
<u>1</u>	<u>HP LaserJet 8000n</u>

Location Name _____
Address _____

City, State, Zip _____
Phone _____
Contact _____
Assets _____

QTY	Description

Ronald M. Cohen
Name

[Signature]
Client Signature

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.

Agreement Number: 580716

Installation Date: _____

ADS Logistics LLC

Customer Name



Authorized Signature

CIO

Title

2/1/2006

Date

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0009514-004 Quote 1 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC Equipment Cost 47,590.50
 Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000
 Commencemt 05/15/2006 Term 05/15/2011 Net Investment 24,410.38
 Num Pymts. 36.00 Times Delin 9 Dealer Name PRINT INC
 Dealer.... 162130.0000 Private Label N No - Complete Contract Buyout -
 * Multiple Contracts * Program Type BUNDLING W/CPC FORMAT

01) Receivable Bal...*	24,251.76	13) Ending Deposit (	0.00)
02) Unearned Finance*	0.00	14* Addl Buyout Amts	0.00
03) Daily Finance...*	0.00	Total Buyout.....	62,640.11
04) Residual.....*	10,945.82	16) Quote Data.....	(-) 19,767.22
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.	\$42,872.89
08* Sales Tax.....	1,051.34	20) Asset Information	
09) Miscellaneous...	25,142.05	21* Rental/Late Chrgs	
10) Late Charges....	1,249.14	22* Combined Quote	
11) Fees.....	0.00		
12) Security Deposit (	0.00)		

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 Contract 500-0009514-004

Seq	Description	Due Date	Amount Due
001	*MAINTENANCE*	06/15/2009	1,042.05
002	MONTHLY PROPERTY TAX	06/15/2009	3.59
003	MONTHLY PROPERTY TAX	06/15/2009	9.03
004	MONTHLY PROPERTY TAX	06/15/2009	3.34
005	MONTHLY PROPERTY TAX	06/15/2009	8.40
006	MONTHLY PROPERTY TAX	06/15/2009	2.72
007	MONTHLY PROPERTY TAX	06/15/2009	6.85
008	*MAINTENANCE*	07/15/2009	1,042.05
009	MONTHLY PROPERTY TAX	07/15/2009	3.59
010	MONTHLY PROPERTY TAX	07/15/2009	9.03
011	MONTHLY PROPERTY TAX	07/15/2009	3.34
012	MONTHLY PROPERTY TAX	07/15/2009	8.40
013	MONTHLY PROPERTY TAX	07/15/2009	2.72
014	MONTHLY PROPERTY TAX	07/15/2009	6.85

More...

Selection

BUYOUT.MISC Miscellaneous Quote 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
017	MONTHLY PROPERTY TAX	08/15/2009	9.07
018	MONTHLY PROPERTY TAX	08/15/2009	3.34
019	MONTHLY PROPERTY TAX	08/15/2009	8.40
020	MONTHLY PROPERTY TAX	08/15/2009	2.69

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...

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
Contract 500-0009514-004

Seq	Description	Due Date	Amount Due
---	-----	-----	-----
029	*MAINTENANCE*	10/15/2009	1,040.39
030	MONTHLY PROPERTY TAX	10/15/2009	3.61
031	MONTHLY PROPERTY TAX	10/15/2009	9.07
032	MONTHLY PROPERTY TAX	10/15/2009	3.34
033	MONTHLY PROPERTY TAX	10/15/2009	8.40
034	MONTHLY PROPERTY TAX	10/15/2009	2.69
035	MONTHLY PROPERTY TAX	10/15/2009	6.79
036	*MAINTENANCE*	10/15/2009	19,767.22 (5)

End of File.

Selection



Office Equipment
Finance Services

9514-004

SUPPLEMENT NO.

607797

AGREEMENT NO.

173804

APR 3 4 2006



print financial

CPP Master Supplement

Full Legal Name: ADS Logistics LLC

Address: See Schedule A

Phone: 708-799-4990

Fax:

DBA:

Billing Address: 935 W. 175th St. Homewood, IL 60430

EQUIPMENT ADDED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
------------------------	----------	----------------	----------------------------

1. See Attached Schedule A

2.

3.

4.

EQUIPMENT DELETED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
------------------------	----------	----------------	----------------------------

1.

2.

3.

4.

ADJUST CONSOLIDATED BILLING OPTION:

Cost Per Print

\$0.06037

Guaranteed Monthly Minimum

141,040

ADJUST ITEMIZED BILLING OPTION:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
------------------------	----------	----------------	----------------------------

1.

2.

3.

4.

METER READINGS VERIFIED QUARTERLY

TERM:

___ MOS. Balance of applicable term. Termination date of this supplement coincides with the termination date set forth in the Cost Per Print Agreement or previous supplement (as applicable).

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Signature: X

Date: 4/28/06 (see attached)

Print Name:

For:

CUSTOMER ACCEPTANCE:

Print Name: RONALD M. COHAN

Signature: X

Title: CIO

Date: 3/22/06

For: ADS Logistics, LLC

OWNER ACCEPTANCE:

Print Name:

Signature: [Signature]

Date: 5/1/06

For: U.S. Bancorp Business Equipment Finance Group

16985 - 05/19/2004

SCHEDULE A
By and Between
US Bancorp and ADS Logistics LLC
Dated March, 2006
Agreement Number 603797

APR 04 2006

NEW EQUIPMENT ITEM DESCRIPTION LIST

Location Name ADS Logistics LLC
Address 2701 South Carrier Ave.
City, State, Zip City of Commerce, CA 90040
Phone 323-838-2730
Contact Jim Newton

QTY	Description
1	HP LaserJet 4345x MFP
1	HP LaserJet 8100n

Location Name ADS Logistics LLC
Address 6012 South 196th Street
City, State, Zip Kent, WA 98032
Phone 253-437-0777
Contact Dale Prior

QTY	Description
1	HP LaserJet 4345x MFP
1	HP LaserJet 8100n

Location Name ADS Logistics LLC
Address 2801 Giant Road
City, State, Zip Richmond, CA 94806
Phone 510-215-8026
Contact Mike O'Reilly

QTY	Description
1	HP LaserJet 4345x MFP
1	HP LaserJet 8100n

Location Name
Address
City, State, Zip
Phone
Contact

QTY	Description

Ronald M. Cohen
Name
[Signature]
Client Signature



Owner Initials RMC

DELIVERY & ACCEPTANCE

DELIVERY AND ACCEPTANCE CERTIFICATE

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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 LLC

Customer Name



Authorized Signature

CIO

Title

4/28/06

Date

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 1,656.52
 Num Pymts. 36.00 Times Delin 8 Dealer Name PRINT INC
 Dealer.... 162130.0000 Private Label N No - Complete Contract Buyout -
 * Multiple Contracts * Program Type BUNDLING W/CPC FORMAT
 01) Receivable Bal...* 1,654.08 13) Ending Deposit (0.00)
 02) Unearned Finance* 0.00 14* Addl Buyout Amts 0.00
 03) Daily Finance...* 0.00 Total Buyout..... 4,250.03
 04) Residual.....* 737.37 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..... 108.35 20) Asset Information
 09) Miscellaneous... 1,690.23 21* Rental/Late Chrgs
 10) Late Charges.... 60.00 22* Combined Quote
 11) Fees..... 0.00
 12) Security Deposit (0.00)
 Selection

less future maint -
 (1,401.00)
\$2,849.03

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 Contract 500-0009514-005

Seq	Description	Due Date	Amount Due
001	*MAINTENANCE*	07/15/2009	70.39
002	MONTHLY PROPERTY TAX	07/15/2009	0.28
003	MONTHLY PROPERTY TAX	07/15/2009	0.69
004	MONTHLY PROPERTY TAX	07/15/2009	0.85
005	MONTHLY PROPERTY TAX	07/15/2009	0.36
006	*MAINTENANCE*	08/15/2009	70.05
007	MONTHLY PROPERTY TAX	08/15/2009	0.28
008	MONTHLY PROPERTY TAX	08/15/2009	0.68
009	MONTHLY PROPERTY TAX	08/15/2009	0.85
010	MONTHLY PROPERTY TAX	08/15/2009	0.36
011	*MAINTENANCE*	09/15/2009	70.05
012	MONTHLY PROPERTY TAX	09/15/2009	0.28
013	MONTHLY PROPERTY TAX	09/15/2009	0.68
014	MONTHLY PROPERTY TAX	09/15/2009	0.85

More...

Selection

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 Contract 500-0009514-005

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

021

MAINTENANCE

10/15/2009

1,401.00



Selection

End of File.



Office Equipment
Finance Services

9514-005
SUPPLEMENT NO.
616578

AGREEMENT NO.
9514

CPP Master Supplement



Full Legal Name: ADS Logistics LLC

Address: See Schedule A

Phone: 708.799.4990

Fax:

DBA:

Billing Address: 935 W 175th street Homewood, IL 60430

EQUIPMENT ADDED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1. See Schedule A			
2.			
3.			
4.			

EQUIPMENT DELETED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1.			
2.			
3.			
4.			

ADJUST CONSOLIDATED BILLING OPTION:

Cost Per Print	\$0.0612	Guaranteed Monthly Minimum	141,000
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ADJUST ITEMIZED BILLING OPTION:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1.			
2.			
3.			
4.			

METER READINGS VERIFIED QUARTERLY

TERM:

- ☐ MOS. Balance of applicable term. Termination date of this supplement coincides with the termination date set forth in the Cost Per Print Agreement or previous supplement (as applicable).
- ☐ MOS. New term for all equipment which begins upon signature and acceptance by owner and will supercede the term on the original Agreement.
- ☒ 60 MOS. New term for all equipment referenced above only. Such term begins upon supplement endorsement and acceptance by Owner. The term of the original Agreement shall remain in full effect for the remaining original equipment.

TERMS AND CONDITIONS:

You have requested this supplement to the Cost Per Print Agreement (or supplement) as set forth above. You agree that this supplement is an addition to the original Cost Per Print Agreement and any subsequent supplements referenced above. Except for the specific provisions set forth above, the original terms and conditions set 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 OF DELIVERY:

YOU HEREBY ACKNOWLEDGE THAT THE EQUIPMENT SET FORTH ABOVE HAS BEEN RECEIVED, HAS BEEN PUT IN USE, IS IN GOOD WORKING ORDER AND IS SATISFACTORY AND ACCEPTABLE. INITIAL METER READING: UNIT 1: _____ UNIT 2: _____ UNIT 3: _____

Signature: **X** *See attached* Date: _____

Print Name: _____ For: _____

CUSTOMER ACCEPTANCE:

Print Name: *Ronald M. Chan* Signature: **X** *[Signature]* Title: *CIO*
Date: *4/13/06* For: *ADS Logistics LLC*

OWNER ACCEPTANCE:

Print Name: *Tina Eis* Signature: *Tina Eis*
Date: *6/21/06* For: U.S. Bancorp Business Equipment Finance Group

JUN 20 2006

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 LLC

Customer Name



Authorized Signature

CIO

Title

4/28/06

Date

SCHEDULE A
and Between

JUN 20 2006

and
Dated April _____, 2006
Agreement Number #####

ITEM DESCRIPTION LIST

Location Name ADS Logistics LLC
Address 2801 Giant Road
H2
City, State, Zip Richmond, CA 94806
Phone 510.215.8026
Contact Mike Oreily, or Sue

Assets

QTY	Description
1	Q5970A Stor. Cab. for HP LJ4345mfp
1	C2975A Stor. Cab. for HP LJ8100

QTY	Description

QTY	Description

Location Name ADS Logistics LLC
Address 6012 South 196th Street
City, State, Zip Kent, WA 98032
Phone 253.437.0777
Contact Ron Cohan

Assets

QTY	Description
1	Q5970A Stor. Cab. for HP LJ434
1	C2975A Stor. Cab. for HP LJ810

QTY	Description

QTY	Description

Ronald M. Cohan

Name

Ronald M. Cohan

Client Signature

The logo for 'prin' features a stylized, handwritten-style 'V' or checkmark shape above the word 'prin' in a bold, lowercase sans-serif font.

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0009514-006 Quote 1 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC Equipment Cost 27,563.85
 Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000
 Commencemt 11/15/2006 Term 11/15/2011 Net Investment 16,492.20
 Num Pymts. 31.00 Times Delin 8 Dealer Name PRINT INC
 Dealer.... 162130.0000 Private Label N No - Complete Contract Buyout -
 * Multiple Contracts * Program Type BUNDLING W/CPC FORMAT
 01) Receivable Bal...* 17,026.19 13) Ending Deposit (0.00)
 02) Unearned Finance* 0.00 14* Addl Buyout Amts 0.00
 03) Daily Finance...* 0.00 Total Buyout..... 42,864.21
 04) Residual.....* 6,339.69 16) Quote Data..... (14,698.00)
 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. \$28,166.21
 08* Sales Tax..... 1,635.62 20) Asset Information
 09) Miscellaneous... 17,104.55 21* Rental/Late Chrgs
 10) Late Charges.... 758.16 22* Combined Quote
 11) Fees..... 0.00
 12) Security Deposit (0.00)
 Selection

~
 future
 maint.

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



Office Equipment
Finance Services

SUPPLEMENT NO.
676292

AGREEMENT NO.
9514-006

CPP Master Supplement



Full Legal Name: ADS Logistics LLC

Address: 935 W. 175th Street Homewood, IL 60430

Phone: 219.787.5015

Fax:

DBA:

Billing Address:

EQUIPMENT ADDED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1. See Schedule A			
2.			
3.			
4.			

EQUIPMENT DELETED:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1.			
2.			
3.			
4.			

ADJUST CONSOLIDATED BILLING OPTION:

Cost Per Print	\$0.05526	Guaranteed Monthly Minimum	182,000
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ADJUST ITEMIZED BILLING OPTION:

Make/Model/Accessories	Serial #	Cost Per Print	Guaranteed Monthly Minimum
1.			
2.			
3.			
4.			

METER READINGS VERIFIED QUARTERLY

TERM:

- ☐ MOS. Balance of applicable term. Termination date of this supplement coincides with the termination date set forth in the Cost Per Print Agreement or previous supplement (as applicable).
- ☐ MOS. New term for all equipment which begins upon signature and acceptance by owner and will supercede the term on the original Agreement.
- ☒ 60 MOS. New term for all equipment referenced above only. Such term begins upon supplement endorsement and acceptance by Owner. The term of the original Agreement shall remain in full effect for the remaining original equipment.

TERMS AND CONDITIONS:

You have requested this supplement to the Cost Per Print Agreement (or supplement) as set forth above. You agree that this supplement is an addition to the original Cost Per Print Agreement and any subsequent supplements referenced above. Except for the specific provisions set forth above, the original terms and conditions set 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 OF DELIVERY:

YOU HEREBY ACKNOWLEDGE THAT THE EQUIPMENT SET FORTH ABOVE HAS BEEN RECEIVED, HAS BEEN PUT IN USE, IS IN GOOD WORKING ORDER AND IS SATISFACTORY AND ACCEPTABLE. INITIAL METER READING: UNIT 1: _____ UNIT 2: _____ UNIT 3: _____

Signature: **X** *See attached* Date: _____

Print Name: _____ For: _____

CUSTOMER ACCEPTANCE:

Print Name: *Ronald M. Cohen* Signature: **X** *[Signature]* Title: *CIO*
Date: *10/11/2006* For: *ADS Logistics, LLC*

OWNER ACCEPTANCE:

Print Name: *Tina Eis* Signature: *[Signature]*
Date: *10/11/06* For: U.S. Bancorp Business Equipment Finance Group

16985 - 05/19/2004

011 5 2006

SCHEDULE A

By and Between

ADS Logistics LLC and Print, Inc.

Dated October, 2006

Agreement Number 676292

NEW EQUIPMENT ITEM DESCRIPTION LIST

Location Name ADS Portage
Address 725 George Nelson Drive

City, State, Zip Portage, IN 46368

Phone 708.799.4990

Contact Tim Wiersema

Assets

QTY	Description
1	HP LaserJet 4345XM MFP

Location Name ADS Eldridge
Address 951 Trails Road

City, State, Zip Eldridge, IA 52748

Phone 708.799.4990

Contact Tim Wiersema

Assets

QTY	Description
1	HP LaserJet 4345X MFP

1	HP LaserJet 8150N
---	-------------------

Ronald M. Cohen
Name

[Signature] 10/11/2006
Client Signature



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.

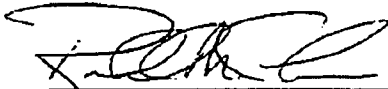
Agreement Number: 676292

Installation Date: 10/30/06

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

CIO

Title

10/31/2006

Date

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0067932-000 Quote 4 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC Equipment Cost 5,672.73
 Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000
 Commencemt 03/15/2006 Term 06/15/2011 Net Investment 2,730.99
 Num Pymts. 40.01 Times Delin 24 Dealer Name BETTER QUALITY BUSINESS
 Dealer.... 225728.0000 Private Label Y Yes - Complete Contract Buyout -
 Program Type BUNDLING W/VALUE FMT

01) Receivable Bal...*	2,725.23	13) Ending Deposit (	0.00)
02) Unearned Finance*	0.00	14* Addl Buyout Amts (	54.50)
03) Daily Finance...*	0.00	Total Buyout.....	6,080.53
04) Residual.....*	1,304.73	16) Quote Data.....	(1,428.40) (-) Future maint.
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.	<u>\$4,652.13</u>
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 10/15/2009
 Miscellaneous Summary
 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
008	*MAINTENANCE*	10/15/2009	1,428.40 (-)
009	YEARLY PROPERTY TAX	10/15/2009	88.57

End of File.

Selection



Replacement Value Lease Agreement

AGREEMENT NUMBER
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

FULL LEGAL NAME OF CUSTOMER: ADS Logistics LLC STREET ADDRESS: 7200 RIVERPORT DRIVE
 CITY: LOUISVILLE STATE: KY ZIP: 40268 PHONE: 502-933-6143 FAX: 502-933-6456
 BILLING NAME (IF DIFFERENT FROM ABOVE): _____ BILLING STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ FEDERAL TAX ID: _____

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): _____

MAKE/MODEL/ACCESSORIES
SERIAL NO.
STARTING METER
KM-1820
XP5205193
LEASE TERMS
LEASE PAYMENT AMOUNT
SECURITY DEPOSIT

Term in Months

63

(mos.)

63

 Payments of \$ 173⁵⁰
 (plus applicable taxes)

 Lease Payment Period is Monthly
 Unless Otherwise Indicated

 \$ 0 Received
 (plus applicable taxes)

 Payment includes 10,000 copies per month

QTR

 Overages billed monthly at \$.012 per copy

MONTHLY

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.

1. Purchase the Equipment for the Fair Market Value.
2. Renew the Lease per paragraph 1.
3. Return Equipment as provided in Paragraph 6.

 Replacement Interval Option after 60 payments have been received. See below paragraph.

REPLACEMENT INTERVAL: Provided that you have paid the number of monthly payments indicated in the replacement interval option area on this Agreement, applicable taxes, late charges, and any other sums due under the Agreement, you shall have the following options: 1) Trade up the Equipment with financing provided by Lessor with no pre-payment penalty, 2) Buyout the Agreement for an amount determined by Lessor, 3) Continue to make lease 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

DATE: 2/27/06 LESSOR: Better Quality Business Systems, Inc. SIGNATURE: Dorey Burns TITLE: Sr Doc Analyst

CUSTOMER ACCEPTANCE

DATE: 2-20-06 CUSTOMER: ADS Logistics LLC SIGNATURE: X Jennifer Dalton TITLE: WAREHOUSE SUPERINTENDENT
 PRINT NAME: JENNIFER DALTON

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately 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 necessary for us to proceed together to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain personal credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR: _____

 SIGNATURE X

DATE: _____

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

DATE: 2-27-06 CUSTOMER: ADS Logistics LLC SIGNATURE: X Jennifer Dalton TITLE: WAREHOUSE SUPERINTENDENT

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 signed by you and us (such property and any upgrades, replacements, repairs and additions related to it 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 leased equipment ("Agreement")) and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes void upon expiration by us and will begin on the next business day and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not wish it renewed at least sixty (60) 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 on the Equipment for each year of this Agreement. You will pay the rent on the date you sign this Agreement. Subsequent rental payments 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 per both above. We will have the right to apply all sums, received from you, in any amounts due and owed to us under the terms of 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 \$25.00 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 replacement, drums 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. We may charge you a Supply Freight Fee to cover our cost of shipping supplies to you. If supply usage exceeds the manufacturer's recommended usage, we may bill you separately for those supplies. Instructions, as well as all service calls, shall be made during normal business hours, 8:00am - 5:00pm. We will provide, without charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Parts damaged by misuse or carelessness will be supplied to you in accordance with the manufacturer's published parts list price. When, in our opinion, reconditioning, or work beyond the scope of this agreement is required, we will submit a cost estimate. If such work is authorized by you, a separate invoice will be rendered therefor. You shall provide suitable electrical service and maintain proper environmental requirements, including an approved surge, noise and radon suppressor. This agreement does not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, acts of God, or other casualty, or to repairs made necessary by service personnel other than those of us. Charges for repairs or replacements due to the foregoing shall be the responsibility of you as per paragraph 7.

4. **OWNERSHIP OF EQUIPMENT:** We are the Lessor 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 claims.

5. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESSED 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.

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 resalable condition, for working order, and in complete repair.

7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction 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 loss 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 (6%) 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 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 with certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will email you our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs 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 of 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 reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in complying with this obligation. You further agree to pay us \$20.00 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 \$75.00.

11. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer if it is agreed without notice. You agree that if we sell, assign, or transfer this Agreement, the new Lessor 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 new Lessor will not be subject to any claims, defenses, or set off 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 10% 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 5%); (2) the amount of any purchase option and if none is specified, 30% 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 remedies available to us under Article 2A of the Uniform Commercial Code as amended in the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's 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. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (500-521) of the UCC.

13. **UCC FILING:** 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.

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 return 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 8.

15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor 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 adjudged or determined in any court or courts in the state of the Lessor 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 having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so selected by Lessor in relation to such matters. You waive trial by jury in any action between us.

16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any pricing 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 basic usage charge per copy and the per copy charge over the base minimum by a maximum of 10% of the existing charge.

17. **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.

18. **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 fifteenth (15th) day of the month following installation. Customer agrees to pay a prorated 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 prorated on a 30 day calendar month and will be added to the Customer's first invoice.

FOR MUNICIPALITIES ONLY

9A. **CUSTOMER COVENANTS:** The Customer covenants and warrants that (1) it has, 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 meet its other obligations under the Agreement; and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other federal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its lease payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; and

nor is there any basis for any such action, suit, proceeding or investigation; and

(3) that the equipment will be operated and controlled by the Customer and will be used for essential governmental purposes and will be essential for the term of the Agreement.

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

9B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is duly conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) he governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and entered in full force and effect.

9C. **NON APPROPRIATION:** In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) Customer has given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) days immediately after (c) the Customer has given Lessor an irrevocable assignment of all rights in the equipment or equipment accepted or provided for hereunder upon receipt of the equipment delivered to a location designated by Lessor, at Customer's expense. Lessor's remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Lessor in its sole discretion may deem, without any duty to account to Customer.

16772 - 01/28/2003

ASSIGNMENT

RE: Agreement No. 107932-000, dated 2/20, 2006

between ADS LOGISTICS LLC

as Customer and the undersigned as nominal Owner (the "Agreement").

The undersigned hereby sells, assigns, and transfers to U.S. Bancorp Business Equipment Finance Group all of the undersigned's right, title, and interest in and to (a) the equipment covered by the Agreement and (b) the undersigned's rights as Owner under the Agreement, including the right to receive rent thereunder.

Better Quality
(Name of Owner)

Dorey Burns
Signature

Sr Documentation Analyst
Title

2/27/06
Date

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 42 - BEFG RENEWAL TRADEUP Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0078794-000 Quote 6 Pre-Tax Yield. 0.00
 ALTERNATIVE DISTRIBUTION SYSTE Equipment Cost 1,092.67
 Buyout Dte 10/15/2009 Mthd Buyout Percent 100.000
 Commencemt 07/25/2006 Term 07/25/2009 Net Investment 126.52
 Num Pymts. 35.00 Times Delin 14 Dealer Name MCSHANES
 Dealer.... 236489.0000 Private Label N No - 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....	0.00	18) 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 10/15/2009
 Miscellaneous Summary
 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
008	PROP DAMAGE	10/25/2009	4.09
009	YEARLY PROPERTY TAX	10/25/2009	32.21

End of File.

Selection

Office Equipment
Finance Services1310 Madrid St., Ste. 101
Marshall, MN 56256
Fax: 800.328.9092

APPLICATION NO.

644928

CONTRACT NO.

78794

Supplier:

1844 45th Street, Munster, 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

FULL LEGAL NAME			STREET ADDRESS	
Alternative Distribution Systems Inc			9200 Calumet Ave S n-300	
CITY	STATE	ZIP	PHONE	FEDERAL TAX I.D.#
Munster	IN	46321	219-836-3900	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

Muratec FaxF300

90076006

150

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months	36	Payments of \$ 70.68 (Plus Applicable Taxes)	\$ 0 (Plus Applicable Taxes)
36 (mos.)	Rental Payment Period is Monthly Unless Otherwise Indicated.		
Payment includes 1000 copies per month		Overages billed monthly at \$.032 per copy	

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

6/30/06	U.S. Bancorp Business Equipment Finance Group	Karla Richter	Doc Area
DATED	OWNER	SIGNATURE	TITLE

CUSTOMER ACCEPTANCE

6/30/06	Alternative Distribution Systems, Inc	X Thomas Eltinger	V P / Gen Mgr
DATED	CUSTOMER	SIGNATURE	TITLE

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement at sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

	X	
PRINT NAME OF GUARANTOR	SIGNATURE	DATED

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this agreement.

6/30/06	Alternative Distribution Systems, Inc	X Thomas Eltinger	
DATE OF DELIVERY	CUSTOMER	SIGNATURE	TITLE

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 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 supercedes 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 rental commencement date and will continue from the first day of the following month for the number of consecutive 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. 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 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 rental 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 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 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 drums 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 service call or excessive service calls may be billable to you. Original Equipment Manufacturer ("O.E.M.") Copiers 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 if such supplies are defective or not adaptable for use in said machine, causing abnormally frequent service calls or service problems; then at our option, the resulting service calls may be billable to you. We agree to furnish black copying supplies including toner, developer, toner collection bottles, and silicone oil. Excluded are those supplies considered optional, such as, but not limited to paper, transparencies, staples, colored toner, colored developer and labels. Toner required in excess of manufacturers yield may be billable to you. Any and all supplies delivered as a part of this Agreement remain property until and unless they are consumed in the above referenced Equipment in the performance of this Agreement. Any such supplies not surrendered to us upon expiration or termination of this Agreement, will be paid for at the prevailing suggested list price. Determination of supply usage for this purpose will be made by comparison of meter readings to supplies delivered. You agree to provide suitable space electrical services for the operation of the Equipment as recommended by the manufacturer. We are not the manufacturer of the Equipment and we are renting the Equipment "as-is". You have selected the Equipment and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement all warranties, in any, made by manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT OR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL BE NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

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 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 term, you will return the Equipment to a location we specify at your expense, in retail resalable 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 inform 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 (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 fully insured against loss with us as lessor payee 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 with 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 costs 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 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 harmless 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 and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing 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.

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 new Owner will not be subject to any claims, defenses, 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 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 specified, 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 remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's 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. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (509-522) 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 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.

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 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 inconvenient 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-P-C Payment a maximum of fifteen percent (15%).

16. **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 prorated 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 prorated on a 30 day calendar month and will be added to the Customer's first invoice.

FOR MUNICIPALITIES ONLY

18-A. **CUSTOMER COVENANTS:** The Customer covenants and warrants that (1) it has, 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 meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer, nor is there any basis for any such action, suit, proceeding or investigation; and

(3) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

18-B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer (and/or warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open bidding laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. **NON APPROPRIATION:** In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period.

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, lease or in any way acquire any services or equipment supplied or provided for hampering; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given, retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

X

DATED CUSTOMER

SIGNATURE

TITLE

19428 - 03/04/2004

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

Bill Actual PPT due. Please contact the tax department.
 BUYOUT.MISC Miscellaneous Quote Maintenance
 Miscellaneous Summary

10/15/2009

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>

01/03/2003 06:27 0000000000

E1E1@NURSING & REHAB

PAGE 02

Office Equipment
Finance Services1310 Madrid St., Ste. 101
Marshall, MN 56238
Fax: 800.328.9092

APPLICATION NO.

VU2943

CONTRACT NO.

85245-000

Supplier:

1844 45th Street, Munster, 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

FULL LEGAL NAME			STREET ADDRESS	
Area Transportation Co			250 W US Hwy 12	
CITY	STATE	ZIP	PHONE	FEDERAL TAX ID#
Burns Harbor	IN	46304	1-866-712-9309	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Carrier Express				
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.	STARTING METER
Canon IR2870	SLG13492	500
Muratec FaxF1430D	90134009	200

RENTAL TERMS	RENTAL PAYMENT AMOUNT	SECURITY DEPOSIT
Term in Months 36 (mos.)	36 Payments of \$ 399.50 (Plus Applicable Taxes) Rental Payment Period is Monthly Unless Otherwise Indicated.	\$ 0 (Plus Applicable Taxes)
Payment includes 7,000 copies per month		Overages billed monthly at \$.01 per copy

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

8/31/06 DATED	U.S. Bancorp Business Equipment Finance Group OWNER	<i>Kay Van Maldeghem</i> SIGNATURE	Doc Analyst TITLE
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CUSTOMER ACCEPTANCE

8/25/06 DATED	Area Transportation Co CUSTOMER	<i>John W. Allen</i> SIGNATURE	On site manager TITLE
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GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantee that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defense and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement at your sole risk under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

<i>John W. Allen</i> PRINT NAME OF GUARANTOR	<i>John W. Allen</i> SIGNATURE	 DATED
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ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this agreement.

Area Transportation Co DATE OF DELIVERY	<i>X</i> <i>Ronda Sun</i> CUSTOMER SIGNATURE	8-25-06 TITLE
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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 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 form a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersede 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. 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. 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 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 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 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 drums 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 service call or excessive service calls may be billable to you. Original Equipment Manufacturer ("O.E.M.") Copiers are designed to give excellent performance with O.E.M. products, including any copy paper, chemicals, toner and service call or excessive service calls may be billable to you. In the event that you use other than O.E.M. supplies, and if such supplies are defective or not adaptable for use in said machine, causing abnormally frequent service calls or service problems; then at our option, the developer. The resulting service calls may be billable to you. We agree to furnish black copying supplies including toner, developer, toner collection bottles, and silicone oil. Excluded are those supplies considered optional, such as, but not limited to paper, transparencies, staples, colored toner, colored developer and labels. Toner required in excess of manufacturer's yield may be billable to you. Any and all supplies delivered as a part of this Agreement remain property until and unless they are consumed in the above referenced Equipment in the performance of this Agreement. Any such supplies not surrendered to us upon expiration or termination of this Agreement, will be paid for at the prevailing suggested list price. Determination of supply usage for this purpose will be made by comparison of meter readings to supplies delivered. You agree to provide suitable space electrical services for the operation of the Equipment as recommended by the manufacturer. We are not the manufacturer of the Equipment and we are renting the Equipment "as-is". You have selected the Equipment and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement all warranties, in any, made by manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT OR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

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 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 term, you will return the Equipment to a location we specify at your expense, in retail resalable 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 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 (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 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 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 with certificates 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 costs 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 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 harmless 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 and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing 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.

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 new Owner will not be subject to any claims, defenses, 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 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 8%); (2) the amount of any purchase option and if none is specified, 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 remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's 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. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer'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 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 8.

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 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 inconvenient 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-P-C Payment a maximum of fifteen percent (15%).

16. 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 prorated 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 prorated on a 30 day calendar month and will be added to the Customer's first invoice.

FOR MUNICIPALITIES ONLY

18-A. CUSTOMER COVENANTS: The Customer covenants and warrants that (1) it has, 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 meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

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

18-B. SIGNATURES: Each signer (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signer(s) for Customer further warrant(s) his governing body has taken the necessary steps including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, lease or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

X

DATED CUSTOMER

SIGNATURE

TITLE

19428 -- 03/04/2004

219 922 5684

PATTY + GINA



Business Equipment
Finance Group

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.

U.S. Bancorp Business Office

Owner

Kay Van Maldeghem
Signature

Doc. Analyst
Title

ADS Logistics LLC

Customer

X John W. Glass
Signature: John Glass

X On Site Manager
Title: On-Site Manager

X 8/31/06
Date:

SIGNER MUST BE THE SAME AS LEASE AGREEMENT *

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0112862-000 Quote 3 Pre-Tax Yield. 0.00
 ALTERNATIVE DISTRIBUTION SYSTE Equipment Cost 5,863.08
 Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000
 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 - Complete Contract Buyout -
 * Multiple Contracts * 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
 03) Daily Finance...* 0.00 Total Buyout..... 4,513.90
 04) Residual.....* 1,348.51 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. \$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..... 0.00
 12) Security Deposit (0.00)
 Selection

less Future maint.
 (342.40)

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 Contract 500-0112862-000

Seq	Description	Due Date	Amount Due
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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



Office Equipment
Finance Services

1310 Madrid St., Ste. 101
Marshall, MN 56258
Fax: 800.328.9092

APPLICATION NO.

771154

CONTRACT NO.

112862-000

Supplier:



1844 45th Street, Munster, 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

FULL LEGAL NAME			STREET ADDRESS	
Alternative Distribution Systems Inc			725 George Nelson Road	
CITY	STATE	ZIP	PHONE	FEDERAL TAX I.D.#
Portage	IN	46368	219-787-5015	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Roll and Hold				
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.	STARTING METER
Konica Minolta Bizhub 250	31117978	500

RENTAL TERMS	RENTAL PAYMENT AMOUNT	SECURITY DEPOSIT
Term In Months	36 Payments of \$ 220.00 (Plus Applicable Taxes)	\$ 0 (Plus Applicable Taxes)
36 (mos.)	Rental Payment Period is Monthly Unless Otherwise Indicated.	
Payment includes 4,000 B&W copies per month		Overages billed quarterly at \$.01 per B&W copy
Payment includes N/A Color copies per month		Overages billed quarterly at \$N/A per Color copy

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

10/14/07 DATED	U.S. Bancorp Business Equipment Finance Group OWNER	<i>[Signature]</i> SIGNATURE	Doc's Analyst TITLE
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CUSTOMER ACCEPTANCE

6-6-07 DATED	Alternative Distribution CUSTOMER	<i>[Signature]</i> SIGNATURE	CIO TITLE
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GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately 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 necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

	<i>[Signature]</i> SIGNATURE	
PRINT NAME OF GUARANTOR		DATED

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this agreement.

6-6-07 DATE OF DELIVERY	Alternative Distribution CUSTOMER	<i>[Signature]</i> SIGNATURE	CIO TITLE
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BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0114705-000 Quote 12 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC Equipment Cost 2,754.02
 Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000
 Commencemt 06/25/2007 Term 06/25/2010 Net Investment 1,125.86
 Num Pymts. 25.18 Times Delin 7 Dealer Name MCSHANES
 Dealer.... 236489.0000 Private Label N No - Complete Contract Buyout -
 * Multiple Contracts * Program Type BUNDLING 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..... 1,921.54
 04) Residual.....* 633.42 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. \$1,793.70
 08* Sales Tax..... 0.00 20) Asset Information
 09) Miscellaneous... 199.55 21* Rental/Late Chrgs
 10) Late Charges.... 34.04 22* Combined Quote
 11) Fees..... 0.00
 12) Security Deposit (0.00)
 Selection

(127.84) - less future maint.

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 Contract 500-0114705-000

Seq	Description	Due Date	Amount Due
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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



Office Equipment
Finance Services

1310 Madrid St., Ste. 101
Marshall, MN 56258
Fax: 800.328.9092

APPLICATION NO.
777037

CONTRACT NO.
114005

Supplier



1844 45th Street, Munster, 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

FULL LEGAL NAME ADS Logistics LLC DBA Area Transportation			STREET ADDRESS 9200 Calumet Avenue S N-300	
CITY Munster	STATE IN	ZIP 46321	PHONE 219-836-3900	FEDERAL TAX I.D.#
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
27800 Lemoyne Rd Ste D Millbury, Ohio 43447

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

Muratec FAXF1430D

90231010

200

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months Thirty-six (mos.)	36 Payments of \$ 105.03 (Plus Applicable Taxes) Rental Payment Period is Monthly Unless Otherwise Indicated.	\$ 0 (Plus Applicable Taxes)
Payment includes 1500 B&W copies per month	Overages billed quarterly at \$.014 per B&W copy	
Payment Includes N/A Color copies per month	Overages billed quarterly at \$N/A per Color copy	

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

6-29-07 U.S. Bancorp
Business Equipment Finance Group
DATE OWNER SIGNATURE TITLE Sr BOC Mgr

CUSTOMER ACCEPTANCE

6-20-07 ADS Logistics LLC
DATE CUSTOMER SIGNATURE TITLE VP / Gen Mgr (see notes)

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under the Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately 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 necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR SIGNATURE DATED

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promise herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this agreement.

6-20-07 ADS Logistics LLC
DATE OF DELIVERY CUSTOMER SIGNATURE TITLE Executive Admin Asst

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 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 supercedes 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. 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. 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 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 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, 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 drums 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 affect repairs or changes which result in a service call or excessive service calls may be billable to you. Original Equipment Manufacturer ("O.E.M.") Copiers 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 if such supplies are defective or not adaptable for use in said machine, causing abnormally frequent service calls or service problems: then at our option, the resulting service calls may be billable to you. We agree to furnish copying supplies including toner, developer, toner collection bottles, and silicone oil. Excluded are those supplies considered optional, such as, but not limited to paper, transparencies, staples and labels. Toner required in excess of manufacturer's yield may be billable to you. Any and all supplies delivered as a part of this Agreement remain the property of Lessor until and unless they are consumed in the above referenced Equipment in the performance of this Agreement. Any such supplies not surrendered to us upon expiration or termination of this Agreement, will be paid for at the prevailing suggested list price. Determination of supply usage for this purpose will be made by comparison of meter readings to supplies delivered. You agree to provide suitable space electrical services for the operation of the Equipment as recommended by the manufacturer. We are not the manufacturer of the Equipment and we are renting the Equipment "as-is". You have selected the Equipment and we make NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement all warranties, in any, made by manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT OR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL BE NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

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 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 term, you will return the Equipment to a location we specify at your expense, in retail resalable 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 releases 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 (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 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 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 enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs 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 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 harmless 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 and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing 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.

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 new Owner will not be subject to any claims, defenses, 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 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 specified, 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 6% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as amended by the laws of the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's 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. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (50B-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 return 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.

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 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 inconvenient 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-P-C Payment.

16. **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 prorated 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 prorated on a 30 day calendar month and will be added to the Customer's first invoice.

FOR MUNICIPALITIES ONLY

18-A. **CUSTOMER COVENANTS:** The Customer covenants and warrants that (1) it has, 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 meet all other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public body or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the delivery of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated a lease for non-appropriation, except as specifically described to a letter or expended herein.

18-B. **SIGNATURES:** Each similar two (2) monthly payment exceeds \$1,200 warrants that neither is fully compliant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signatories for Customer (other than the governing body) has taken the necessary steps, including any legal requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. **NON APPROPRIATION:** In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which this Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, lease or in any way acquire any services or equipment supplied or provided for hereunder, upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner to its sole discretion may desire, without any duty to account to Customer.

X *Thomas H. Heston*
SIGNATURE

DATED _____ CUSTOMER

TITLE _____

19428 - 08/24/2006

BUYOUT.01 Buyout Quote Maintenance 10/15/2009
 Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
 Contract 500-0187511-000 Quote 3 Pre-Tax Yield. 0.00
 ADS LOGISTICS LLC Equipment Cost 15,608.98
 Buyout Dte 10/15/2009 Mthd Ef/Yield Buyout Percent 100.000
 Commencemt 02/25/2009 Term 02/25/2012 Net Investment 14,558.55
 Num Pymts. 4.29 Times Delin 7 Dealer Name MCSHANES
 Dealer.... 236489.0000 Private Label N No - Complete Contract Buyout -
 * Multiple Contracts * Program Type BUNDLING W/VALUE FMT
 01) Receivable Bal...* 15,442.74 13) Ending Deposit (0.00)
 02) Unearned Finance* 0.00 14* Addl Buyout Amts 0.00
 03) Daily Finance...* 0.00 Total Buyout..... 23,575.47
 04) Residual.....* 3,590.07 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..... 1,332.29 20) Asset Information
 09) Miscellaneous... 2,852.77 21* Rental/Late Chrgs
 10) Late Charges.... 357.60 22* Combined Quote
 11) Fees..... 0.00
 12) Security Deposit (0.00)
 Selection

(2,097.20) - less Future Maint.
\$ 21,478.27

BUYOUT.MISC Miscellaneous Quote Maintenance 10/15/2009
 Miscellaneous Summary
 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
008	*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



1310 Madrid St., Ste. 101, Marshall, MN 56268
Phone: 800.328.5371 Fax: 800.328.9082

APPLICATION NO.	CONTRACT NO.
1083573	187511

Comprehensive CPC Program

Supplier:



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

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

FULL LEGAL NAME ADS Logistics LLC			STREET ADDRESS 116 E 1100 N	
CITY Chesterton	STATE IN	ZIP 46304	PHONE 218-836-3900	FEDERAL TAX ID.#
BILLING NAME (IF DIFFERENT FROM ABOVE) Area Transportation			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES**SERIAL NO.****STARTING METER**

Konica Minolta BH60057BE17107 57BE17107 124,700

RENTAL TERMS**RENTAL PAYMENT AMOUNT****SECURITY DEPOSIT**

Term in Months 36 (mos.)	36 Payments of \$ 557.00 (Plus Applicable Taxes) Rental Payment Period is Monthly Unless Otherwise Indicated.	\$ zero (Plus Applicable Taxes)
Payment includes 10,000 B&W copies per month	Overages billed quarterly at \$.007 per B&W copy	
Payment includes n/a Color copies per month	Overages billed quarterly at \$n/a per Color copy	

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

2/13/09 U.S. Bancorp Business Equipment Finance Group
DATED OWNER SIGNATURE TITLE
Kurt S. Jones Doe Analyst

CUSTOMER ACCEPTANCE

2/5/09 ADS Logistics LLC
DATED CUSTOMER SIGNATURE TITLE
X Michael Green DIR OF OPS
MICHAEL GREEN
PRINT NAME

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that you will make all payments and meet all obligations required under this Agreement and any supplements hereto and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if you are in default. If you default, you will immediately pay in accordance with the default provision of the Agreement at sum due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of this court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

X
PRINT NAME OF GUARANTOR SIGNATURE DATED

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promise herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this agreement.

2/5/09 ADS Logistics LLC
DATE OF DELIVERY CUSTOMER SIGNATURE TITLE
X Michael Green ON-SITE MANAGER

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 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 leased equipment ("Agreement") and supersede 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 first commencement date and will continue from the first day of the following month for the number of consecutive 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 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. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a proforma bill. 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 or as otherwise agreed. 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.

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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 new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

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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 trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. You waive right of defence of inconvenient forum.

15. **COST ADJUSTMENTS:** At the end of the first year of the Agreement and once each successive twelve month period we may increase the cost of the C.P.C. Payment.

16. **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. You agree to pay a prorated 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 prorated on a 30 day calendar month and will be added to the your first invoice.

FOR MUNICIPALITIES ONLY

18-A. **CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, 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 meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal of competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; not in any basis for any such action, suit, proceeding or investigation; and (3) that the equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

18-B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. **NON APPROPRIATION:** In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) you have given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at your expense, Owners remedies for such default shall be to terminate this Agreement at the end of the fiscal period during which notice is given; within the advance payments, if any; and/or set, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to you.

ADS Logistics LLC

DATED CUSTOMER

19428 - 01/29/2008

SIGNATURE

TITLE

Dir of OPS