

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE **PROOF OF CLAIM**

Name of Debtor: **ADS Logistics, LLC** Case Number: **09-13101-PJW**

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

Name of Creditor (The person or other entity to whom the debtor owes money or property): **GECITS dba IKON Financial Services as authorized servicing agent of Banc of America & Leasing Capital, LLC**

Name and Address where notices should be sent:
IKON Financial Services
 Bankruptcy Administration
 P.O. Box 13708
 Macon, GA 31208-3708

Telephone Number: 800-480-6513

RECEIVED
OCT 30 2009
BMC GROUP

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor: **1294592-7122399**

Check here if this claim replaces amends a previously filed claim, dated:

1. Basis For Claim:

Goods sold Retiree benefits as defined in 11 U.S.C. § 1114(a)

Services performed Wages, salaries, and compensation (fill out below)

Money loaned Last four digits of SS#: _____

Personal injury/wrongful death Unpaid compensation for services performed

Taxes From ____/____/____ to ____/____/____
(date) (date)

Other: Executory Contracts / Unexpired Leases

2. Date debt was incurred: 10/19/2006 **3. If court judgment, date obtained:**

4. Total Amount of Claim at Time Case Filed: **\$6,684.71** (unsecured) (secured) (priority) **\$6,684.71** (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

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

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

Real Estate Motor Vehicle

Other

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

7. Unsecured Priority Claim

Check this box if you have an unsecured priority claim

Amount entitled to priority:
Specify the priority of the claim:

Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(3).

Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(4).

Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(6).

Alimony, maintenance, or support owed to a spouse, former spouse, or child – 11 U.S.C. § 507(a)(7).

Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8).

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

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Unsecured Nonpriority Claim: \$6,684.71

Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none of your claim is entitled to priority.

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

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: **10/27/09**

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney if any):

Jennifer Presnal Harpe
 Jennifer Presnal Harpe, Bankruptcy Specialist



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

GECITS dba IKON Financial Services as
authorized servicing agent of Banc of
America & Leasing Capital, LLC

Bankruptcy Administration
P.O. Box 13708
Macon, GA 31208-3708
Phone:1-800-480-6513
Fax: 478-405-4043

Debtor ADS Logistics, LLC
Chapter 11
Date Filed 9/2/2009
Case # 09-13101-PJW

Lease #: 1294592-7122399
Effective Date: 10/19/2006
Equipment: Ricoh AF3035 K9365701276 (C10020174)

UNSECURED NONPRIORITY CLAIM: Pre-petition				\$ 542.42
	<u>Invoice #</u>	<u>Due Date</u>	<u>Amount</u>	
	79797415	7/19/2009	\$ 271.21	
	80031737	8/19/2009	\$ 271.21	
	Rejection Damages			\$ 6,142.29
	Future Rent (25 months X \$240.98)		\$ 6,024.50	
	Property Tax (2009)		\$ 117.79	
TOTAL:				\$ 6,684.71

PLEASE RETURN THIS REMITTANCE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 1294592-7122399

Your comments are important to us! Please use space provided on the reverse side.

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES
PLEASE DO NOT STAPLE OR FOLD THIS PORTION

6B

DUE DATE	07/19/2009
INVOICE DATE	06/30/2009
INVOICE NUMBER	79797415
AMOUNT DUE	\$542.42
AMOUNT ENCLOSED	

Address correction requested. (Please complete reverse side.)

862
B I T L O L
ATTN ACCTS PAYABLE
ADS LOGISTICS LLC
935 175TH ST
HOMEWOOD IL 60430-4577

R E M I T

IKON FINANCIAL SERVICES
PO BOX 650016
DALLAS TX 75265-0016



01 0000000012945929 0000797974156 0000000000542423

IKON Financial Services

PO BOX 9115, Macon GA 31208-9115

Late charges will be assessed if payment is not received by the due date.

INVOICE NUMBER	79797415
INVOICE DATE	06/30/2009
DUE DATE	07/19/2009

ACCOUNT NUMBER: 1294592-7122399 6B

For billing inquiries, please call Customer Service at number printed below. Please refer to account number on all inquiries.

B I T L O L

ADS LOGISTICS LLC
ATTN ACCTS PAYABLE
935 175TH ST
HOMEWOOD IL 60430-2049

PLEASE CALL 1-800-774-1004 FOR ACCOUNT INQUIRIES OR FAX TO 1-478-405-4026

DESCRIPTION		CURRENT CHARGES	TOTALS
PREVIOUS BALANCE			\$271.21
RENT		240.98	
LATE CHARGE FOR INVOICE: 79537954 FOR PERIOD: 06/19/2009 - 07/18/2009		12.04	
STATE TAX		10.18	
CITY TAX		4.82	
COUNTY TAX		3.19	271.21
AFICIO 3035 C10020174			
CURRENT BILLING PERIOD: 07/19/2009 - 08/18/2009			
YOUR ACCOUNT IS PAST DUE. PLEASE FORWARD YOUR CHECK FOR THE FULL BALANCE OF THIS INVOICE.			
6501 N BROWN STATION RD, COLUMBIA, MO			
FOR QUICKER PAYMENT PROCESSING YOU MAY PREFER ONE OF OUR ELECTRONIC PAYMENT OPTIONS:			
1) AUTOMATED CLEARING HOUSE			
2) ELECTRONIC FUNDS TRANSFER			
3) CHECK BY PHONE - PLEASE CALL THE NUMBER LISTED ABOVE.			
FOR ASSISTANCE IN LOCATING AND REPORTING METERS OR ORDERING SERVICE AND SUPPLIES, CALL 1-888-456-6457 OR GO TO WWW.IKON.COM AND CLICK ON THE CUSTOMER SUPPORT LINK AT THE TOP OF THE PAGE.			
CURRENT	30 DAYS	60 DAYS	90 DAYS
271.21	271.21	0.00	0.00
THANK YOU FOR YOUR PROMPT PAYMENT			AMOUNT DUE \$542.42

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS

PLEASE RETURN THIS REMITTANCE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 1294592-7122399

Your comments are important to us! Please use space provided on the reverse side.

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES
PLEASE DO NOT STAPLE OR FOLD THIS PORTION

6B

DUE DATE	08/19/2009
INVOICE DATE	07/31/2009
INVOICE NUMBER	80031737
AMOUNT DUE	\$542.42
AMOUNT ENCLOSED	

Address correction requested. (Please complete reverse side.)

1650
B I L L
ATTN ACCTS PAYABLE
ADS LOGISTICS LLC
935 175TH ST
HOMEWOOD IL 60430-4577

R E M I T T

IKON FINANCIAL SERVICES
PO BOX 650016
DALLAS TX 75265-0016



01 0000000012945929 0000800317378 000000000542423

IKON Financial Services

PO BOX 9115, Macon GA 31208-9115

Late charges will be assessed if payment is not received by the due date.

ACCOUNT NUMBER: 1294592-7122399

6B

INVOICE NUMBER	80031737
INVOICE DATE	07/31/2009
DUE DATE	08/19/2009

For billing inquiries, please call Customer Service at number printed below. Please refer to account number on all inquiries.

B I L L

ADS LOGISTICS LLC
ATTN ACCTS PAYABLE
935 175TH ST
HOMEWOOD

IL 60430-2049

PLEASE CALL 1-800-774-1004 FOR ACCOUNT INQUIRIES OR FAX TO 1-478-405-4026

DESCRIPTION	CURRENT CHARGES	TOTALS			
PREVIOUS BALANCE		\$271.21			
RENT	240.98				
LATE CHARGE FOR INVOICE: 79797415 FOR PERIOD: 07/19/2009 - 08/18/2009	12.04				
STATE TAX	10.18				
CITY TAX	4.82				
COUNTY TAX	3.19				
		271.21			
AFICIO 3035 C10020174					
CURRENT BILLING PERIOD: 08/19/2009 - 09/18/2009					
YOUR ACCOUNT IS PAST DUE. PLEASE FORWARD YOUR CHECK FOR THE FULL BALANCE OF THIS INVOICE.					
6501 N BROWN STATION RD, COLUMBIA, MO					
FOR QUICKER PAYMENT PROCESSING YOU MAY PREFER ONE OF OUR ELECTRONIC PAYMENT OPTIONS:					
1) AUTOMATED CLEARING HOUSE					
2) ELECTRONIC FUNDS TRANSFER					
3) CHECK BY PHONE - PLEASE CALL THE NUMBER LISTED ABOVE.					
FOR ASSISTANCE IN LOCATING AND REPORTING METERS OR ORDERING SERVICE AND SUPPLIES, CALL 1-888-456-6457 OR GO TO WWW.IKON.COM AND CLICK ON THE CUSTOMER SUPPORT LINK AT THE TOP OF THE PAGE.					
CURRENT	30 DAYS	60 DAYS	90 DAYS	THANK YOU FOR YOUR PROMPT PAYMENT	AMOUNT DUE
271.21	271.21	0.00	0.00		\$542.42

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS

Lease Agreement

Number: _____

IKON Financial Services

This Lease Agreement ("Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "we", "us", or "our" we are referring to IKON Financial Services. Our corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

ADS LOGISTICS, LLC
Full Legal Name

Customer Billing Contact: _____

6501 N. BROWN STATION RD
Customer Location Address

Phone (ext) Fax/E-mail

Customer Billing Address (if different)

COLUMBIA BOONE MO 65202
City County State Zip City County State Zip

EQUIPMENT DESCRIPTION ("EQUIPMENT")

Quantity	Equipment Description, Make, Model & Serial Number	Quantity	Equipment Description, Make, Model & Serial Number
1	RICOH AFICIO 3035		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term <u>60</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Payment Without Tax <u>\$ 240.98</u>	Advance Payment \$ _____ (Tax Incl'd) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
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ADDITIONAL PROVISIONS (if any) are: _____

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS:

- Lease Agreement:** You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our signature indicates our acceptance of this Lease.
- Location of Equipment:** You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. *(The terms and conditions set forth on the next page of this Lease are hereby incorporated herein by reference.)*

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO.

X David Jim Date: 09/25/06 DAVID DICK MANAGER
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

PERSONAL GUARANTY In consideration of IKON Financial Services entering into the above Lease, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that IKON Financial Services may modify the Lease or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Lease. I agree that IKON Financial Services need not notify me of any default under the Lease and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse IKON Financial Services for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

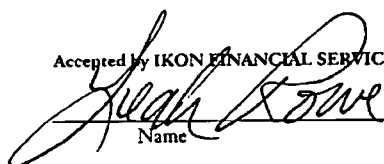
X _____ Date: _____ Home Address _____
Guarantor Signature _____ City _____ State _____ Zip _____
(Printed Name of Guarantor, Do Not Include Title) _____ Home Phone _____ SSN _____

3. **Ownership of Equipment Assignment.** We are the sole owner and titleholder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.
4. **Taxes and Filing Costs.** In addition to the payments under this Lease, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Lease. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
5. **UCC Filing.** To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
6. **Warranties.** We transfer to you, without recourse, for the term of this Lease, any written warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are leasing from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.
7. **Maintenance of Our Equipment and Agency.** You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' specifications and to use only those supplies which meet such specifications. You may elect to engage IKON Office Solutions, Inc. ("IKON") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
8. **Indemnity, Liability and Insurance.** (a) The parties to this Lease will indemnify, defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
9. **Renewal and Return of Equipment.** After the minimum term or any extension, this Lease will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by our designees or us. We will bear shipping charges so long as replacement Equipment is selected from IKON.
10. **Lease Payments.** Payments will begin on the delivery date. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page

1 hereof). You agree to pay us each payment when it is due, and if any payment is not made within 10 days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.

11. **Default.** If you do not pay any amount within 30 days of its due date, or breach any other term of this Lease, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
12. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF GEORGIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
13. **No Waiver or Set off.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
14. **Entire Agreement; Delivery & Acceptance Certificate.** You agree that the terms and conditions contained in this Lease represent the entire agreement between us and you and supersede all prior written or oral communications, understandings or agreements. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three business days after any Equipment is installed.
15. **Counterparts; Facsimiles.** This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates in this Lease. You agree that the facsimile of this Lease manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.

Accepted by IKON FINANCIAL SERVICES:


Name

Authorized Signer


Title

Date

Lease Agreement 4.04